

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED UNDER DPAS (15 CFR)		RATIN	PAG 1	O PAGE 167
2. CONTRACT		3. SOLICITATION W911W4-05-R-0001		4. TYPE OF <input type="checkbox"/> SEALED BID <input checked="" type="checkbox"/> NEGOTIATED		5. DATE	
6. REQUISITION/PURCHASE		7. ISSUED COD CDR, HQ INSCOM ATTN: IAPC-DOC FORT BELVOIR, VA 22060		8. ADDRESS OFFER (If other than Item COD		TEL FAX	
TEL FAX		<b>See Item</b>		TEL FAX			
NOTE: In sealed bid solicitations "offer" and "Offeror" mean "bid" and "bidder".							
<b>SOLICITATION</b>							
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <b>SEE INSTRUCTION IN SECTION L</b> until _____ local time _____ (Hour _____ (Date _____							
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR		A.		B. TELEPHONE (Include area (NO COLLECT CALLS)		C. E-MAIL Lingust05@inscom.army.mil	
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NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the Offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)							
14. ACKNOWLEDGMENT OF AMENDMENTS (The Offeror acknowledges receipt of to the SOLICITATION for Offerors and documents numbered and dated):				AMENDMENT NO.		DAT	
15A. NAME AN ADDRESS O OFFERO		CODE		FACILIT		16. NAME AND TITLE OF PERSON AUTHORIZED SIGN OFFER (Type or	
15B. TELEPHONE NO (Include area		15C. CHECK IF REMITTANCE IS DIFFERENT FROM ABOVE - SUCH ADDRESS IN		17.		18. OFFER DATE	
<b>AWARD (To be completed by</b>							
19. ACCEPTED AS TO ITEMS		20.		21. ACCOUNTING AND			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )				23. SUBMIT INVOICES TO ADDRESS SHOWN (4 copies unless otherwise		ITE	
24. ADMINISTERED BY (If other than Item		COD		25. PAYMENT WILL BE MADE		COD	
26. NAME OF CONTRACTING OFFICER (Type or print) EMAIL: Lingust05@inscom.army.mil TEL:				27. UNITED STATES OF (Signature of Contracting		28. AWARD	

## EXECUTIVE SUMMARY

This Executive Summary is provided as a synopsis of important and relevant features of this solicitation. If conflict exists between this summary and the provisions of the solicitation, the provisions of this solicitation govern.

This procurement will fulfill the requirements for management services necessary to rapidly and securely recruit and deploy skilled contract linguists with various foreign language capabilities to provide translation and interpretation services on the basis of full and open competition. The performance based statement of work will cover Operation Iraqi Freedom and associated worldwide operational areas in support of United States forces and its Unified Commands (USEUCOM, USCENTCOM, USOUTHCOM, USNORTHCOM, USPACOM), attached, combined and joint elements supporting military operations throughout the world, and other U.S. Government Agencies as required. The solicitation for these services is available at [www.inscom.army.mil/contracting/index.asd](http://www.inscom.army.mil/contracting/index.asd).

Linguist services are required to permit our forces to communicate effectively with the local populace, gather information for force protection, and interact with foreign military units. Since these operations do not have predefined or predictable work locations, hours, or duration, the contractor shall provide interpretation and translation services as required by the supported forces up to 24 hours per day, 7 days per week for all operations. Linguists shall be at the specified site for a minimum of 8 hours per day, and may be extended for up to 12 hours, and on call for the remaining 12 hours, depending on mission requirements.

Contractor personnel will be required to live and work in harsh and hostile environments, and remain in the operations area for as long as is required. All requirements will be identified in individual written task orders issued by the INSCOM Contracting Officer.

The contractor shall be responsible for the execution of the contract from requirements and for conducting a security review for each employee supporting U.S. Army Contingency Operations in any capacity, regardless of security clearance requirement.

The contract to be awarded under this solicitation will be indefinite delivery, indefinite quantity (IDIQ) for a five year period in which orders may be executed. The initial order has a six month based performance period, with eighteen one quarter (1 quarter = 3 months) options. Additional orders may be executed during the five year period depending on funding and the specific need being appropriate to the IDIQ scope of work.

Task Orders will be issued as Cost Plus Award Fee orders. The specific linguist services may be bought on the basis of man-hours, man-days, man-months, man-years, task completion or linguists based on the specific work order.

Award of the IDIQ Contract will be made to the responsible Offeror whose proposal is determined to be the Best Value to the Government based on the evaluation factors, which consist of Management, Past Performance, and Cost. Selection of the successful Offeror will be

based on a comprehensive evaluation to determine the responsible Offeror whose proposal is considered the best value to satisfy Government requirements and objectives at a reasonable, realistic, and affordable cost. In the event that two proposals are determined to be essentially equal considering only non-cost factors, then award may be made to the proposal offering the lower evaluated cost. Additionally, prior to award the prospective successful Offeror shall have provided an acceptable Small Business Subcontracting Plan.

The Statement of Work is structured to yield an Indefinite Quantity, Indefinite Delivery (IDIQ), task order type contract to provide three skill categories of linguists to provide required interpreter and translator services for the various specified contract required languages (SCRL) worldwide.

The evaluation of proposals under this RFP, to select the Best Value Offeror for award of the IDIQ Contract, will substantially be accomplished through an assessment of Offeror proposals to perform the following Task Order:

1. Task Order 1 will have a base period of 6 months, which includes a 60 day transition period with 18 one quarter options.

Offeror proposals under the Management, Past Performance and Cost Factors will substantially address performance of this task order. The Cost Factor assessment of Offeror proposals will, in its entirety, be an evaluation of the most probable cost to the Government to perform the above Task Order.

Upon award of the IDIQ Contract, the Government intends to award the above Task Order based on the proposal submitted by Offeror which resulted in selection for award of the IDIQ contract.”

Offerors will be assessed on their plans for utilizing U.S. small businesses in the performance of work requirements. With respect to U.S. small business participation, firm requirements are provided in provision H.21, with an incentive provided in evaluation and award fee performance for achieving higher goals.

**Inquiries.** All questions or comments regarding this solicitation from potential Offerors should be submitted by email to: [LINGUIST05@inscom.army.mil](mailto:LINGUIST05@inscom.army.mil).

**Schedule of Events.** It is requested that all Offerors submit the Past Performance information 15 days prior to the formal RFP closing date specified in Block 8 of Page 1 as described in Section 9 of the Standard Form 33, and Section L of the solicitation document (para L2.1) The selected Offeror should anticipate starting work immediately upon award. Offerors are cautioned that final proposals must be submitted prior to the bid closing date of the RFP. The Government seeks to award this contract as soon as possible. As it is intended to make this award not later than 28 January 2006, Offerors are cautioned that once proposals are submitted they will need to respond quickly to any exchanges that may be needed.

It is planned that the formal RFP will be issued 20 days after the draft RFP is issued and that 45 days later proposals will be required to be submitted. Interested Offerors should plan their

proposal development process accordingly.

**Cost Proposals.**

The Offeror's proposal shall be in accordance with the instructions provided in Section L of this solicitation.

**CONTRACT MAXIMUM AND MINIMUM VALUES** The guaranteed minimum order(s) under this contract is \$10,000,000 million.  
The maximum of all orders under the contract is \$2.635 Billion.

**End of Executive Summary.**

## Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001		UNDEFINED	Dollars, U.S.		
	Management and Support of Translation and Interpretation Services				
	CPAF				
	All work will be done IAW the Performance-based Work Statement (PWS) in this contract				
				MAX COST	
				BASE FEE	
				SUBTOTAL MAX COST + BASE	
				MAX AWARD FEE	
				TOTAL MAX COST + FEE	

### CONTRACT TYPE

#### **B1. CONTRACT TYPE/VALUE**

This is a Cost Plus Award Fee (CPAF) IDIQ contract. The initial task order is for one year. The minimum value of services that will be ordered on this contract is \$10,000,000. The maximum of all orders under this contract including any option to extend the term of the contract is \$2,635,000,000. Task orders will be issued subject to availability of funds. The specific linguist services may be bought on the basis of man-hours, man-days, man-months, man-years, task completion or linguists based on the specific task order.

#### **B.2 Reserved**

#### **B.3 AWARD FEE**

A base fee of 1.5% will apply, with a maximum award fee of 6% and a potential total fee of 7.5%. At the time of contract award, the award fee and the total fee will not be identified by percentages but will be set out in a dollar amount.

Section C - Descriptions and Specifications

STATEMENT OF WORK

TRANSLATION AND INTERPRETATION MANAGEMENT SERVICES - OPERATION  
IRAQI FREEDOM

PERFORMANCE BASED WORK STATEMENT (PBWS)

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## 1.0 SCOPE

The Contractor shall provide program management services necessary to rapidly and securely recruit and deploy foreign language interpretation and translation services in support of United States Forces and its Unified Commands (USEUCOM, USCENTCOM, USSOUTHCOM, USNORTHCOM, USPACOM), Specified Commands, attached combined and joint elements supporting military operations throughout the world, and other U.S. Government Agencies as required. These services will support all worldwide contingency military operations with special emphasis on Operation Iraqi Freedom and related contingency operations. These contract linguist services allow our forces to communicate with the local populace, gather information for Force Protection, and interact with other foreign military units. This effort also requires skilled contract linguists with various foreign language capabilities to support current intelligence efforts.

These operations do not have predefined or predictable work locations, hours, or duration. Contractor personnel shall be required to live and work in harsh and hostile environments and remain in the operations area for as long as required.

The Contractor shall provide interpretation and translation services as required by the supported forces up to 24 hours per day, seven (7) days per week for all operations. Linguists provided shall be at the specified site for a minimum 8 hours per day and may be extended to 12-hours and on-call for the remaining 12-hours, depending on mission requirements. The contractor program manager, and all contractor on-site representatives shall be available 24 hours per day.

All work statements will be identified by individual task orders. The contractor shall not commence work on any effort unless authorized via a written task order signed by the Contracting Officer.

INSCOM will place task orders for supplies and services for the Army and those on behalf of any agency that supports the mission as specified in this contract.

## 2.0 PROGRAM MANAGEMENT

The contractor shall be responsible for the execution of the contract from requirements management through Recruitment, Deployment (to include CONUS Replacement Center (CRC) processing), Quick Reaction Capability (QRC) tasks, Small Business Subcontracting Management, On-Site Management, and Quality Control (inclusive of the complete range of supporting administrative, budgetary, security, and logistical tasks inherent in this function).

### 2.1 Recruitment

#### 2.1.1 Specified Contract Required Languages (SCRL)

The Contractor shall provide translation and interpretation services for various specified contract required languages (SCRL) worldwide. Shown below is a list of the SCRL languages that are currently required. This list is neither all-inclusive nor final:

- Arabic-Modern Standard (AD)
- Arabic-Egyptian (AE)
- Arabic-Iraqi (DG)
- Arabic/Korean (AD/KP)
- Arabic-Mahgrebi (AM)
- Arabic-Saudi (AN)
- Arabic-Yemeni (AU)
- Arabic/Polish (AD/PL)
- Bengali (BN)
- French (FR)
- Kurdish (KU)
- Pashtu (PU)
- Persian-Afghan (Dari) (PG)
- Turkomen (UB)
- Turkish(TU)

Specific languages required will be identified by individual task orders. More specific information relative to the different Linguist categories and the location of these Linguists will be provided as an attachment to this document.

#### 2.1.2 Contractor Pre-Screening

The contractor pre-screening process initiates the screening process for all candidate linguists. Linguists must possess certain skills, and meet specific security and medical requirements. The contractor shall pre-screen each applicant to ensure that each individual meets these requirements. The results of the pre-screening shall be fully documented. Each pre-screening shall include the following reviews:

##### 2.1.2.1 General Skills Review

- Consecutive interpretation, into, from and between the required language(s);
- Written translation of general and technical material into and from English and SCRL;
- Interpreting aptitude, while maintaining integrity and meaning of material;
- Transcription of aural SCRL language material into written form;
- Ability to write and speak using clear and concise grammar to and from the required (SCRLs);
- Capable of providing idiomatic translations of non-technical material using correct syntax an expression from English to the SCRL language(s) or vice versa;
- Ability to conduct consecutive and accurate interpretation and translations of on-going conversations and activities;



- Familiarity with and ability to conduct oneself in accordance with local culture and customs;
- Ability to deal unobtrusively with local populace;
- Familiarity with and adherence to standards of conduct as prescribed by U.S. Army instructions, this contract, and laws of host nation(s) in performing work assignments;
- Willing and able to live and work in harsh (to include combat) environments;
- Ability to provide the cultural and ethnic context of their translations and interpretations and advise the supported commanders and organizations on the cultural and ethnic significance of statements, conversations, situations, documents, etc.; and
- Ancillary professional skills (e.g. medical, scientific, general education, engineering, legal).

#### 2.1.2.2 Linguist Category Skills Review

##### Category I (CAT I).

CAT I linguists shall have native proficiency in the SCRL (level 4 to 5) as defined by the Interagency Language Roundtable (ILR), and a working proficiency (ILR level 2+) in English.

CAT I linguists may be locally hired or from a region outside of the Area of Operations (AO) (especially for SCRL languages not indigenous to the AO) and will not require a security clearance. However, all CAT I linguists will be screened by Government designated personnel in accordance -with the Department of the Army Policy on Counterintelligence and Security Support to Contract Linguist Acquisition and Deployment dated April 1998. The Government will review each linguist's background and determine if the linguist shall be allowed to work in that capacity.

##### Category II (CAT II)

CAT II linguists shall have native proficiency in the SCRL (ILR level 4 to 5) and a working proficiency in English (ILR level 2+).

CAT II linguists shall be U.S. citizens who have been screened by Government designated personnel. CAT II linguists will be granted interim access to SECRET by the Defense Security Service or other designated U.S. Government Personnel Security authority for the specific purpose of providing support under this contract. This interim access is not transferable to other government contracts or agencies.

##### Category III (CAT III).

Native proficiency in the SCRL language is preferred for Category III linguist, but is not required. CAT III linguists shall meet at a minimum the criteria of ILR level 3. CAT III linguists shall be able to understand the essentials of all speech in a standard dialect and have broad enough vocabulary that he/she rarely has to ask for paraphrasing or explanation. CAT III linguists shall be able to follow accurately the essentials of conversations between educated

native speakers, reasonably make and answer telephone calls, understand radio broadcasts, news stories similar to wire service reports, oral reports, some oral technical reports and public addresses on non-technical subjects. CAT III linguists shall be fluent in English. CAT III linguists shall be U.S. citizens who either possess a TOP SECRET Security Clearance with access to Sensitive Compartmented Information (TS/SCI), or who, after prescribed counterintelligence screening, have been granted by the U.S. Government at a minimum, an interim TS clearance with interim access to SCI. This interim access is not transferable to other government contracts or agencies.

#### CAT I, II, and III:

All categories of linguists and support personnel shall be subject to Counter Intelligence/Force Protection (CI/FP) screening/re-screening at any stage of employment and at any time with and without notice and may be selected for polygraph screening or re-screening at the discretion of the Government. CI/FP Screening may include, but is not limited to: background checks and interviews, credit checks, criminal records checks, immigration records checks, other agency name checks, and substance abuse checks (including urinalysis, breathalyzer, blood tests, and other appropriate instruments). All deployed contractor personnel must have current and valid passports and obtain appropriate country visas and work permits.

#### 2.1.2.3 Security Review

The Contractor shall conduct a security review for each employee. Security procedures for granting and maintaining SECRET and TOP SECRET clearances for contract linguist personnel, as well as linguists not requiring a security clearance supporting U.S. Army contingency operations will be governed by the Department of the Army Policy on Counterintelligence and Security Support to Contract Linguist Acquisition dated APR 98.

The results of this review shall be documented in a Security Questionnaire [Standard Form (SF) 85P, or 86 as appropriate] with two signed copies forwarded to the Government to be used during the Counter Intelligence/Force Protection Security Review. Only the names of the candidates that have a reasonable probability of obtaining the level of security clearance necessary for the position to which they will be assigned shall be submitted to the Government. The security review shall address at a minimum, the following basic areas:

- Pending criminal or civil actions (including divorce/child custody proceedings)
- Felony arrest record
- Alcohol related arrest within the last five years
- Any involvement in hate crimes
- Involvement in any group or organization that espouses extra-legal violence as a legitimate means to achieve an end
- Dual or multiple citizenships
- Illegal use, possession, or distribution of narcotics or other controlled substances
- Financial credit checks to include comprehensive resolution of debt (bankruptcy) documentation

#### 2.1.2.4 Medical Requirements

##### 2.1.2.4.1 Pre-deployment and Post-deployment Medical Evaluation

All personnel deploying to an AOR through a CRC shall be medically and psychologically fit for deployment and for performance of their contracted duties. (See DOD Instruction 3020.41, Contractor Personnel Authorized to Accompany the U.S. Army Forces, E3.1). The Contractor shall ensure the completion of all medical and dental requirements prior to arrival at the deployment CRC. Minimum medical and dental standards are identified at DoDI 3020.41, 4.8.1 and include dental records, DNA analysis and immunizations. Individuals who are deemed not medically qualified at the CRC or during the deployment process or require extensive preventative dental care will not be authorized to deploy. Conditions that usually preclude granting of medical clearances are identified at DoDI 3020.41, E3.10. Upon return from deployment, Contractor Personnel may be required to obtain Post-deployment medical screening or evaluation consistent with the established procedures of the CRC pursuant to the terms of an individual Task Order; or in lieu thereof, may be provided with other post-deployment medical evaluation direction, in writing by the Contracting Officer.

##### 2.1.2.4.2 Medications and Eyewear

The Contractor shall ensure that Contractor Personnel deployed to an AOR through a CRC who are taking medications for chronic medical conditions, have sufficient quantities of their medication to last for the duration of their assignment in the AOR. The Contractor shall also ensure that Contractor Personnel deployed to an AOR through a CRC who wear eye glasses, deploy with not less than two pairs of replacement eye glasses.

##### 2.1.2.4.3 Medical Screening and Evaluation of Other Contract Personnel

The Contractor shall ensure that medical screening and evaluation is performed for all Contractor Personnel that are hired in the AOR, or that are not deployed to the AOR through a CONUS CRC, in order to preclude the assignment of personnel who are unable to perform their assigned responsibilities, or who could potentially cause infection of US military forces or other Contractor Personnel. The medical screening and evaluation shall be performed, at a minimum, for the following:

- (a) testing and detection of communicable diseases and other diseases known to be prevalent in the local region where recruited and where assigned;
- (b) current, up-to-date record of vaccinations and immunizations, as appropriate for the areas where assigned;
- (c) active tuberculosis;
- (d) hepatitis;
- (e) Human Immunodeficiency Virus (HIV), subject to applicable law and host nation requirements;
- (f) tests, as appropriate, for current usage of narcotics and illegal drugs, consistent with applicable law and host nation requirements.

The Contractor shall maintain a record of individual Contractor Personnel medical screening and evaluations, which shall be provided to the COR, upon request. NOTE: that local physicians in

some AORs, where contingency operations are being performed, may not be reliable sources for screening, evaluation and medical records due to locally rampant corruption. In the event that any medical record is determined to be false or fraudulent, the Contracting Officer may direct that the Contractor Personnel be removed pursuant to DFARS 252.225-7040(g) without prejudice to other Government rights, including the Termination for Default clause.

#### 2.1.2.5 Successful Review Process

Contractor shall only be reimbursed for those candidates that successfully complete the screening process or for failed candidates where the contractor has properly completed and documented the required contractor pre-screening of candidates. If the contractor cannot demonstrate for failed applicants that they have properly completed and documented the required contractor pre-screening, then the cost for candidates who do not successfully complete the entire screening process will not be allowable or allocable under this contract.

#### 2.2 Deployment

The contractor shall ensure that the following tasks are performed for each deployed employee:

- All personnel obtain and maintain the necessary travel documents (i.e., passport, travel documents, visas, country clearances, work permits, etc.).
- All personnel adhere to the standards of conduct established by the operational or unit commander.
- All personnel are briefed on adherence to all laws and regulations of the host nation(s).
- All personnel are provided appropriate transportation, if Government transportation is not available.
- All personnel, including subcontractors, shall comply with all (i) Battlefield Services, Department of Defense, regulations, directives, instructions, policies, and procedures, in particular AR 715-9 and FM 3-100.21, (ii) US Host Country, local and international laws and regulations and (iii) treaties and international agreements (e.g. Status of Forces Agreements, Host Nation Support Agreements, and Defense Technical Agreements), that are applicable to the contractor in the area of operations.
- Contractor personnel may NOT possess privately owned firearms/weapons in the AO. However, at the discretion of the combatant commander and to the extent authorized by the Contracting Officer, contractors are authorized to possess Government Furnished small arms for self-defense in accordance with guidelines in AR 715-9 and applicable policies and regulations.

#### 2.3 Quick Reaction Capability (QRC):

The contractor shall have the capability to rapidly provide replacement personnel from among its other employees currently in theater until such time as permanent personnel can be provided. This change shall be coordinated with the COR. The Contractor shall have available at the request of the COR, COTR or Requiring Activity a list of all linguists providing services under this contract. The listing shall be current and accurate at all times and include at a minimum: name, social security number (if U.S. citizen), start date of service, anticipated end date of

service, language(s) for which employed, region of assignment, current unit of assignment, category, date and status (interim or final) of security clearance (if applicable), and any other information the Contractor deems pertinent and important. This report shall also include a matrix, which illustrates by task order(s), the number of filled and unfilled positions, actual end date of service under current task order and start date on new task order. Contractor may transfer Linguist between task orders under direction of COR with approval of Contracting Officer. This matrix shall be prepared in contractor format and submitted to the COR weekly, or as required.

## 2.4 On-Site Management

The contractor shall provide on-site managers (in high density areas of operation) that are fluent in English with a security clearance level equal to or higher than the linguists working in their region of responsibility. These managers are likely to be deployed in combat environments and will possess skills necessary to interact with military officials. On-site managers shall use the U.S. Army Civilian Tracking System (CIVTRACKS) program, or like database as directed by the government, for accountability of all deployed personnel in support of military operations (unless the deployment location of the individual is classified). An updated list of on-site managers shall be prepared in contractor form and submitted to the COR within 24 hours of assignment of newly hired site managers.

## 2.5 Performance Standards

### 2.5.1 Quality Control

The contractor shall develop and document a quality control plan that identifies potential and actual problem areas. Additionally, the Contractor shall implement a complete quality control program that addresses problem areas and shall document the nature of the problem, the corrective actions taken, and the results achieved throughout the life of the contract. The Quality Control plan(s) shall be approved by the Contracting Officer prior to the contract start date.

### 2.5.2 Quality Assurance

The Contractor is required to submit Daily and Monthly Status Reports.

The Daily Status report shall be submitted by 1200 hrs (local). The report shall provide a by-order summary of linguists deployed indicating total requirements versus on-hand fill. This report shall be delineated by location (if unclassified), user/supported unit or agency (if unclassified), category of linguists and SCRL, with totals, by-order number, indicated on a summary page. The report shall be prepared in contractor format and submitted to the Contracting Officer (or delegated representative) and the COR. Additionally the Contractor shall provide a detailed travel report.

The Monthly Status Report shall be submitted by the 15th of each month. The report shall provide a summary of linguists deployed during the previous (monthly) period to include number, categories, languages and deployment region; status of security clearance processing; a

summary of costs by Task Order/CLIN/SUBCLIN under the contract to include an estimated cost-to-complete. The Monthly Status Report shall also include the numbers and names of any linguists killed during the previous month along with the names and description of injuries for linguists evacuated out of theater. Information on linguists killed or injured in support of classified agencies/locations will be provided as a separate annex. The monthly report shall also provide highlights or areas of concerns or problems in the contract, if any. The report shall be prepared in contractor format and submitted to the Contracting Officer (or delegated representative), COR. Additionally the Contractor shall provide a detailed travel report.

#### 2.5.3 Quality Assurance Plan

The U.S. Government will evaluate the Contractor's performance under this contract based on reports provided by its field inspectors or quality assurance personnel assigned to this contract. All surveillance observations will be kept by the COR who reports to the Contracting Officer. The Government will inform the Contractor of its findings, especially negative ones, for the Contractor to respond or to take necessary corrective actions. The Government will also review data based upon the Contractor's Quality Control Program, its standards, objectivity, subjectivity, effectiveness, use, thoroughness and enforcement.

#### 2.5.4 Performance Requirements Summary

2.5.4.1 The Performance Requirements Summary (PRS) is utilized to establish the minimum performance standards for meeting the services listed in the Performance Work Statement (PWS).

2.5.4.2 The PRS has been developed where possible, to cover required services rather than the individual performance of tasks. Each listed service will pass or fail based on the acceptability of the tasks, which comprise that service. The purpose of this Performance Requirements Work Matrix found at 3.0 is:

Column 1: Contains a list of those requirements, which shall be inspected for Contractor performance. The absence of any contract requirement from the PRS, however, shall not detract from its enforceability or limit the rights or remedies of the Government under any other provision of the contract, including the clauses entitled "Inspection of Services" and "Default".

Column 2: Defines the standard of performance for each listed requirement.

Column 3: Sets forth the maximum allowable degree of deviation from acceptable performance for each listed requirement.

Column 4: Identifies the primary method(s) of surveillance.

### 3.0 Performance Requirements Summary Work Matrix

Required Service (Performance Objective)	Performance Standard	Acceptable Quality Level	Sample Method of Performance Assessment
1. Initially deploy or re-deploy interpreters and translators and/or management staff in response to critical mission requirements in accordance with movement instructions per PBWS.	Arrive at designated place of duty with all required and necessary documentation, equipment, training, logistical support, information, etc., required to begin work not later than the time and/or date specified on movement and deployment orders.	Shall meet standard 95% of the time.	Random inspection. Review of CIVTRACKS or equivalent database. Review customer feedback reports. Review of contractor reporting.
2. Maintain CIVTRACKS or equivalent database per PBWS.	Maintain accurate, up-to-date CIVTRACKS database information for all deployed contractor personnel.	<ul style="list-style-type: none"> <li>• Shall maintain CIVTRACKS or equivalent database with 98% accuracy.</li> <li>• Makes database modifications within 24 hours of change event.</li> </ul>	<ul style="list-style-type: none"> <li>• Random inspection.</li> <li>• Review of CIVTRACKS or equivalent database.</li> <li>• Review customer feedback reports.</li> <li>• Review contractor reports.</li> </ul>
3. Pre-screen applicants per PBWS.	Fully pre-screen all applicants to meet General skills, and medical.	<ul style="list-style-type: none"> <li>• 2% or less of candidates deployed are found to have disqualifying security, technical, professional, or medical conditions.</li> <li>• 98% of security documentation submitted for screening is complete and accurate.</li> <li>• 60% of applicants</li> </ul>	<ul style="list-style-type: none"> <li>• Random inspection.</li> <li>• Review Security Monitor database.</li> <li>• Review Counter-Intelligence Force Protection interview reports.</li> <li>• Random review of contractor pre-screening records.</li> <li>• Review contractor pre-screening questionnaire and process.</li> </ul>

		screened by Gov's will be successfully deployed.	
4. Submit candidate names for national agency name trace and security screening per PBWS.	Submit sufficient numbers of potentially qualified persons to satisfy task order requirements. Shall submit the lesser of 150 applicants or 120% of existing requirements.	Shall submit no less than 90% of required weekly numbers of candidates within 7 days of receipt of task order for languages indigenous to the area of deployment, in 14 days for languages not indigenous to the area of deployment, if OCONUS.	<ul style="list-style-type: none"> <li>• Random inspection.</li> <li>• Review of Security Monitor database.</li> <li>• Review of Program Manager records.</li> </ul>
5. Submit cost proposals for urgent task orders/Quick Reaction Capability Tasks in a timely manner per PBWS.	On demand, prepare and deliver cost proposals for urgent task orders within 48 hours.	100% of cost proposals are delivered within 48 hours for urgent task orders/Quick Reaction Capability Task.	<ul style="list-style-type: none"> <li>• Review Program Manager's records.</li> <li>• Review Contracting Officer's records.</li> <li>• Review COR records.</li> </ul>
6. Contractor's ability to stay within negotiated costs as proposed.	Total invoices for individual efforts and/or Order have little deviation from proposal (assuming no changes to the government's requirements for an effort post-performance period initiation).	Total invoices for individual efforts and/or Orders are within 10% of total costs as negotiated.	<ul style="list-style-type: none"> <li>• Review of invoices.</li> <li>• Review Contracting Officer's records.</li> <li>• Review COR records.</li> </ul>
7. Management of Small Business Sub-Contracting.	25% of contract value shall be subcontracted to small business.	Shall meet standard 100% of the time.	<ul style="list-style-type: none"> <li>• Review of SF 294 and SF 295.</li> </ul>

#### 4.0 DELIVERABLES – Contract Data Requirement List



#### 4.1 List of Deliverables

<u>Type of Report</u>	<u>Para. Ref.</u>	<u>Frequency</u>	<u>Distribution</u>
Daily Status Report	2.5.2	Daily	PCO/COR
Monthly Status Report	2.5.2	Monthly	PCO/COR
Quality Control Plan	2.5.1	Within 30 days of Award	PCO/COR
Quality Control Program Report	2.5.1	Monthly or As Required	PCO/COR
Medical Examination Results	2.1.2.4	As Required	PCO/COR
List of Linguists/Personnel Matrix(updated)	2.3	As Required	PCO/COR
List of On-Site Managers	2.4	Within 24 hours of Assignment	PCO/COR
Security Questionnaire	2.1.2.3	As Required	PCO/COR
Award Fee Self Evaluation	RFP, Section H	See para. 4.5 of Award Fee Plan	PCO/COR

#### 5.0 APPLICABLE DOCUMENTS

Interagency Language Roundtable (ILRT) Language Skill Level Descriptions  
 Battlefield Services, Department of Defense, regulations, directives, instructions, policies, and procedures, in particular AR 715-9 and FM 3-100.21, (ii) US Host Country, local and international laws and regulations and (iii) treaties and international agreements (e.g. Status of Forces Agreements, Host Nation Support Agreements, and Defense Technical Agreements). (See H.19 for location of document)  
 Army Regulation 40-501 Standards of Medical Fitness (See H.19 for location of document)  
 Army Regulation 715-9 Contractors Accompanying the Force (See H.19 for location of document).

## Section D - Packaging and Marking

### CLAUSES INCORPORATED BY FULL TEXT

#### D.1 PACKAGING AND MARKING

Unless otherwise specified, items and data shall be preserved, packaged, packed and marked only to the extent necessary to assure carrier acceptance and safe delivery to destination at the lowest rates in compliance with the requirements of the carrier rules and regulations applicable to the mode of transportation.

## Section E - Inspection and Acceptance

### INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	Government	N/A	Government

### CLAUSES INCORPORATED BY REFERENCE

52.246-3	Inspection Of Supplies Cost-Reimbursement	MAY 2001
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2003

## Section F - Deliveries or Performance

### CLAUSES INCORPORATED BY REFERENCE

52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
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Section G - Contract Administration Data

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G.2	<u>DCMA/DCAA DELEGATION</u>
G.3	<u>PAYMENT</u>
G.4	<u>GOVERNMENT POINTS OF CONTACT</u>
G.5	<u>ACCOUNTING AND APPROPRIATION DATA</u>
G.6	<u>PAYMENT ADDRESS</u>

(To be filled in by Offeror )

G.1 CONTRACTOR CONTRACT ADMINISTRATOR(S)

The Offeror shall designate below the person(s) whom the Government may contact for prompt action on matters pertaining to administration of the contract.

NAME: \_\_\_\_\_  
Or \_\_\_\_\_  
TITLE: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_

G.2 DCMA/DCAA DELEGATIONS

In accordance with FAR Subpart 42.302(a)(1)-(70) all administration functions will be delegated to DCMA except for FAR Subpart 42.302 (a) (20) which reads, " For classified contracts, administer those portions of the applicable industrial security program delegated to the CAO (see Subpart 4.4)"; and FAR Subpart 42.302 (a) (21) which reads, "Issue work requests under maintenance, overhaul, and modification contracts."

DCAA will assist with:

- (1) Perform any audit support needed by DCMA in the performance of its delegated functions.
- (2) Perform any audit or review as requested by the PCO.

G.3 PAYMENT

Request for payment shall be submitted via Public Vouchers, Standard Form 1034 to DFAS (See Block 12, SF26). Award Fee billings shall be submitted to the Contracting Officer's Representative (See G.7) for approval prior to being sent to DFAS. Invoices shall include relevant backup documents to support all cost incurred.

Payment on this Contract will be made by See Block 12, SF 26—TO BE DETERMINED UPON AWARD.

Invoices shall include relevant backup documents to support all cost incurred.

G.4 GOVERNMENT POINTS OF CONTACT

Linguist Team

Email [LINGUIST05@inscom.army.mil](mailto:LINGUIST05@inscom.army.mil)

G.5 ACCOUNTING AND APPROPRIATION DATA:

*(Funding will be incorporated at contract award.)*

G6. PAYMENT ADDRESS

The Offeror shall indicate below the address to which payments made under this contract shall be mailed:

*(To be filled in by Offeror)*

CLAUSES INCORPORATED BY REFERENCE

252.201-7000	Contracting Officer's Representative	DEC 1991
252.242-7000	Post award Conference	DEC 1991

Section H - Special Contract Requirements

SPECIAL CONTRACT PROVISIONS  
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- H.16 SOFA CONTRACT CLAUSE: INVITED CONTRACTOR OR TECHNICAL REPRESENTATIVE (TR) STATUS UNDER U.S. – REPUBLIC OF KOREA (ROK)
- H.17 CONTINGENCY CONDITIONS CLAUSE: CONTINUANCE OF PERFORMANCE DURING ANY STATE OF EMERGENCY IN THE REPUBLIC OF KOREA (ROK)
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- H.21 SMALL BUSINESS PARTICIPATION
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- H.23 SERVICE CONTRACT ACT SPECIAL NOTICE
- H.24 AWARD FEE PLAN (Attachment # 3)
- H.25 GOVERNMENT FURNISHED EQUIPMENT (Attachment #4)
- H.26 CONTRACTOR MANPOWER REPORTING
- H.27 SPECIAL PROVISION LINGUIST INTER CONTRACT TRANSFERS
- H.28 DISCLOSURE OF INFORMATION

## H.1 SECURITY REQUIREMENT

### H.1(a) General

The contractor shall maintain and administer a security program in accordance with the National Industrial Security Program Operations Manual (NISPOM) DoD 5220.22M.

Loss or suspension of required security clearance as set forth on the DD Form 254, "Contract Security Classification Specifications", would result in the contractor's inability to perform in accordance with the terms and conditions of this contract. As a result of this failure to perform, the contractor is subject to termination under the appropriate termination clause herein.

The Government reserves the right to direct any contractor employee to be removed from performance, directly or indirectly, whenever there is probable cause to believe, on the basis of all facts available, that such action is warranted in the interest of national security. This action shall be made whether or not the cause is deemed of sufficient severity to warrant action to terminate the contractor's or individual's security clearance. The Government also reserves the right to remove any contractor for the purpose of conducting any investigation of alleged misconduct that may, in the opinion of the Contracting Officer, jeopardize the security of the project.

Military security requirements in the performance of this contract shall be maintained in accordance with the DD Form 254 as shown in Attachment 1. The DD Form 254 document is considered UNCLASSIFIED.

#### H.1(b) Top Secret Facility Clearance

Beginning at the point of IDIQ contract award the contractor shall maintain an accredited secure facility within a 50 mile radius of Ft. Belvoir that will allow for any necessary discussions to take place at the TS/SCI level with Department of the Army military intelligence and security personnel. The secure facility must be equipped with a STU III secure telephone with updated, valid cipher key. This area will also provide an appropriate location for special TS/SCI security screening sessions and pre-deployment briefings of TS/SCI contract personnel. The Government intends to use a Government Facility to perform the security screening sessions; however the Contractor may be required to provide space site in the Greater Baltimore-Washington-Northern Virginia area for the purpose of hosting candidate employee security screening sessions with Department of the Army security personnel and Central Clearance Facility adjudicators. The facility clearance must meet the Director, Central Intelligence Directive 6/4 (DCID-6/4) Personnel Security Standards and Procedures governing Eligibility for Access to Sensitive Compartmented Information. THIS IS A SPECIAL STANDARD OF RESPONSIBILITY IN ACCORDANCE WITH FAR 9.104-2 SPECIAL STANDARDS.

### H.1(c) Polygraphs

Individuals identified by the Contractor as CAT III candidates will be scheduled by the Government for a counterintelligence polygraph (CIPG) to be conducted by Government Polygraph Program personnel. Results of the polygraph will be submitted to CCF for determination of eligibility for interim access to SCI material. In some cases, it may be necessary for CAT II candidates to submit to a CIPG in order for CCF to successfully adjudicate their eligibility or to verify eligibility of a CAT II for a position of special trust. Application of the CIPG to CAT II's must receive prior approval by the Contract Monitor and the COR. CAT III linguists who are granted interim and/or final clearances under this contract shall be subject to a periodic, random, follow-up polygraph examinations. Routine random polygraph testing is a standard method of operational security utilized throughout the Department of Defense. It is not meant to accuse or infer any guilt upon the test subject. Linguists who are randomly selected for a follow-up polygraph, and refuse to participate or fail to successfully complete the examination may have their access to classified information suspended.

### H.2 CONUS REPLACEMENT CENTER PROCESSING

(1) The Contracting Officer or COR will issue Letter of Authority to contractor personnel to process through Conus Replacement Center (CRC). The Contractor shall make reservations after notification to deploy through Total Army Personnel Command (PERSCOM) at least 14 calendar days in advance by calling PERSCOM at 1-800-582-5552, extension 1427 or e-mail: [stuart.herman@hoffman.army.mil](mailto:stuart.herman@hoffman.army.mil) as early as possible.

Field Code Changed

(2) Processing at the CRC:

(i) Fort Benning, Georgia <https://www.benning.army.mil/crc/> is the primary CRC supporting the CENTCOM area of operations for current operations. Overflow will process at the secondary CRC location for CENTCOM, Fort Sill, Oklahoma.

Field Code Changed

(ii) Contractor personnel requiring government-provided air transportation to the CENTCOM Theater of Operations must also make reservations through PERSCOM. Also, refer to DOD 4515-13R and AR 95-1.

### H.3 KEY PERSONNEL

These personnel are required to establish and manage critical support functions identified in the Linguist PBWS. The Contractor shall identify and provide resumes of all proposed Key Personnel. The Contractor shall provide at least 30 calendar days written notification to the KO prior to making any replacement in the individuals identified in the proposal as key personnel assigned to this contract. Prior to directing any of the specified key personnel to other programs, the Contractor shall provide at least 30 working days advance written notification to the KO and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact of the proposed change on the program and its schedule. The



Contractor must demonstrate that the qualifications of the prospective replacement personnel are equal to, or better than, the qualifications of the person being replaced.

The Key Personnel for this contract are listed below:

Name of Key Person*	Position*

\*Offeror shall fill in for minimum list of key personnel.

#### H. 4 RESERVED

#### H.5 SMALL BUSINESS SUBCONTRACTING PLAN

The Contractor is required to submit a Small Business Subcontracting Plan, pursuant to FAR 19.708(b) and in accordance with FAR 52.219.9. Offerors shall prepare their Small Business Subcontracting Plan in accordance with the Army Federal Acquisition Regulation Supplement (AFARS) specifically Sections 5119.705-4(d), Subpart 5119.708(b)(1), and AFARS Appendix DD located at:

<https://webportal.saalt.army.mil/saalt-zp/procurement/afars.doc>

The Contractors Small Business Subcontracting Plan will be incorporated into the IDIQ Contract as Attachment 2. See Special Provision H21 for required minimum levels of Small Business Participation.

#### H. 6 RESERVED

#### H.7 COSTS INCURRED IN OTHER THAN US DOLLARS

The contractor shall submit all costs to the Government in U.S. dollars. In the event a specific cost or liability under the contract is incurred in other than U.S. dollars the contractor must accomplish the currency conversion prior to billing the Government and use the exchange rate in effect at the time of the currency transaction. In event that the contractor unduly delays any invoicing of costs under this contract or identifies a conversion rate that differs from that identified by the International Monetary Fund or the Charleston Financial Service Center then the ACO may use that to challenge the reasonableness of the basis for the charge against the

contract without incurring any late payment penalties.

#### H.8 NOTICE REGARDING SECTIONS K, L and M

Sections K, L, M of the solicitation shall not be physically attached to the contract but shall be retained in the contract file.

#### H.9 DISSEMINATION OF INFORMATION

There shall be no dissemination or publication, except within and between the contractor and any subcontractors, of information developed under this contract or contained in the reports to be furnished pursuant to this contract without prior written approval of the Contracting Officer's Representative (COR) or the Contracting Officer.

#### H.10 RESERVED

#### H.11 RESERVED

#### H.12 RESERVED

#### H.13 RESERVED

#### H.14 CONTRACTORS (TECHNICAL EXPERTS (TE) WORKING IN GERMANY)

The Contractor shall develop Technical Expert Status Accreditation (TESA) packages and submit personnel resumes and position descriptions that are fully compliant with Article 73 of the NATO SOFA for all technical expert personnel proposed for positions within Germany and any other area that imposes a "Technical Expert" or similar criteria during the life of this contract. A "Technical Expert" is someone who possesses a high degree of skill or knowledge for the accomplishment of complex tasks of a technical military nature, or of a technical scientific nature, as distinguished from routine mental, manual or physical processes. The skill and knowledge must have been acquired through a process of higher education or through a long period of specialized training and experience. Technical personnel that will or may travel in a TDY status to or be assigned PCS to Germany to positions approved as technical expert positions on this contract, shall possess advanced formal education or technical training, job knowledge, skills, and experience required to qualify themselves and be approved as Technical Experts by the German Government. Positions and personnel not normally considered for "technical expert status" are those classified as blue collar, craftsmen, tradesmen, or

administrative and clerical positions and personnel. Contractors are responsible for fulfilling all requirements for TESA certifications.

Contractor technical experts are required on this contract to augment INSCOM's military contingent because of equipment complexity and difficulties encountered in maintaining the optimum skill levels and expertise of military maintenance personnel. The mission equipment employed by INSCOM is complicated, highly complex, compact, and requires a high degree of technical or engineering education. In some cases, the equipment to be supported may be of a scientific nature or classed as "experimental" or "one-of-a-kind" and is unusually complicated because of limited, or no, technical data to assist the technician in supporting or operating this type equipment. The equipment supported by this contract makes extensive use of software applications and algorithms, employs state-of-the-art technology, incorporates new scientific breakthroughs in micro-technology, may employ unusual tactics for equipment employment and deployment, and requires highly specialized training and experience. Tasks associated with the fielding, installation, systems integration, configuration, modification, diagnostic testing and repair, maintenance, operation, and movement of this unique and sensitive equipment are extremely sophisticated and complex. Use of ultra-modern, one-of-a-kind test equipment and specialized test fixtures are required to facilitate maintenance and operational integrity. The technical expert must also have comprehensive knowledge of computer application software and U.S. military forces special operations. The TE shall provide training to U.S. military forces in the setup and operation of their supported mission systems and associated subsystems. The TE shall also be prepared to deploy to hazardous duty locations in support of classified or contingency missions within 24-hours of notification.

Article 73 of the North Atlantic Treaty Organization (NATO) Status of Forces Agreement NATO (SOFA) Supplementary Agreement (SA) governs the introduction of civilian Contractors to Germany in support of U.S. Forces and their entitlement to Individual Logistics Support (access to facilities and immunity from German taxation and customs). Such support is limited to Contractors who are employed in a contract position which has been determined by the U.S. and German Governments to require a Technical Expert (TE) and who themselves have been approved by the U.S. and German Governments for employment in that position.

Article 73 defines a Technical Expert position as one that has a unique military or scientific purpose and has unique training, operation, and/or maintenance requirements.

In a departure from previous procedures, Contractors now must be granted Technical Expert status prior to commencing work in Germany. Contractors who are denied status may be permitted to work in Germany, but only with a German Government issued Work Permit. This requirement is detailed in paragraph 12,(b)(aa) on the application of Article 73 of the NATO SOFA, Supplementary Agreement.

HQ USAREUR, DoD Contracting Personnel (DOCPER) is the U.S. Forces approval/disapproval authority responsible for receiving, reviewing, and processing all requests for Technical Expert Status Accreditation (TESA) and Technical Expert (TE) Exigency Clause Memorandums (ECM). A complete TESA package must be submitted for all PCS Contractor personnel

assigned to any location in Germany. The ECM is submitted for TDY personnel only and is valid for a maximum of 90 days during which complete TESA packages must be prepared and submitted. TESA applications that are approved by DOCPER are forwarded to the German Government for final review and approval or disapproval.

Contractor personnel on a PCS assignment who are employed within Germany in a contract position that has been approved as a TE position must either qualify and be granted TE status or, if they cannot qualify for TE status, must apply for a German Work Permit. Contractor personnel in a 90 day or less TDY status working in Germany also need to have either TE status, a German Work Permit, or an approved ECM.

Article 73 of the Status of Forces Agreement (SOFA) is defined in a series of briefings that can be accessed at the internet web address below. Current information regarding technical expert, exigency clause, ordinarily resident, TDY criteria, procedures for applying and submitting technical expert packages, and general questions and answers related to taxes, German Work Permits, etc., may be found on the internet world-wide web at:

[www.per.hqusaureur.army.mil/cpd/docper](http://www.per.hqusaureur.army.mil/cpd/docper)

Logistics Support Privileges-Germany. Contractor personnel and dependents may be eligible for the following logistical support while working in the Federal Republic of Germany providing they are: (1) Approved Technical Experts who serve the US Forces exclusively, and perform either in an advisory capacity in technical matters, or for the setting up, operation, or maintenance of equipment; (2) not stateless persons; (3) nationals of a NATO state, excluding the Federal Republic of Germany; and (4) not considered by German authorities as "Ordinarily Resident".

Contractor personnel that have been approved as Technical Experts by the German Government are authorized Logistic Support privileges which includes:

- (a) Commissary (includes rationed items)
- (b) AAFES Facilities (Military Exchange) (includes rationed items)
- (c) Armed Forces Recreation Facilities
- (d) Army Continuing Education Services
- (e) Class VI (Alcoholic beverages includes rationed items)
- (f) Credit Union Facilities
- (g) Customs Exemption
- (h) Dependent Schools, on a space available, tuition-paying basis
- (i) Legal Assistance
- (j) Local Government Transportation for Official Government Business (Non-Tactical Vehicle)
- (k) Local Morale/Welfare Recreation Services
- (l) Medical/Dental Services on a Reimbursable Basis; Dental Care, Available for Emergency Conditions, on a Reimbursable Basis
- (m) Military Banking Facilities

- (n) Military Postal Service
- (o) Mortuary Service
- (p) Officer or NCO/EM Clubs
- (q) Pet/Firearm Registration and Control
- (r) POV (privately-owned vehicle) (license for USAREUR)
- (s) Purchase of POL (petroleum and oil)
- (t) Transient Billets (Statement of Non-availability required when transient billeting is not available). Transient billets may be authorized on a space-available basis after all other eligible personnel have been billeted.
- (u) Messing Facilities at Remote Stations Only (Reimbursable)

#### H.15 LOGISTICS SUPPORT AS AN INVITED CONTRACTOR OR TECHNICAL REPRESENTATIVE OF REPUBLIC OF KOREA (ROK)

Invited contractor or technical representative status under U.S.-ROK SOFA is subject to the written approval of HQ USFK, ACofS, and Acquisition Management.

The contracting officer will coordinate with HQ USFK, ACofS, Acquisition Management, in accordance with DFARS, subpart 225.77, and USFK Regulation 700-19, The Invited Contractor and Technical Representative Program. The ACofS, Acquisition Management, will determine the appropriate contractor status under the SOFA and notify the contracting officer of the determination.

Subject to the above approval, the contractor, including their employees and lawful dependents, may be accorded such privileges and exemptions as specified in the U.S.-ROK SOFA, and implemented per USFK Regulation 700-19, subject to the conditions and limitations imposed by the SOFA and USFK Regulation 700-19. Those privileges and exemptions may be furnished during the performance period of the contract, subject to their availability and provided the invited contractor or technical representative status is not withdrawn by USFK.

The contractor officials and employees performing under this contract collectively and separately warrant that they are not now performing, nor will they perform during the period of this contract, any contract services or otherwise engage in business activities in the ROK other than those pertaining to the US armed forces.

During performance of the work in the ROK required by this contract, the contractor will be governed by USFK regulations pertaining to the direct hiring and the personnel administration of Korean employees.

The authorities of the ROK will have the right to exercise jurisdiction over invited contractors and technical representatives, including officials and employees and their dependents, for offenses committed in the ROK and punishable by the laws of the ROK. In recognition of the role of such persons in the defense of the ROK, they will be subject to the provisions of Articles XXII, US-ROK SOFA, related Agreed Minutes and Understandings on Implementation. In

those cases in which the authorities of the ROK decide not to exercise jurisdiction, they shall notify the US military authorities as soon as possible. On such notification, the military authorities will have the right to exercise such jurisdiction over the persons referred to, as is conferred on them by the law of the United States.

Invited contractors and technical representatives agree to cooperate fully with the USFK sponsoring agency and responsible officer on all matters pertaining to logistic support. In particular, contractors will provide prompt and accurate reporting of changes in employee status as required by this regulation to the assigned sponsoring agency. Except for contractor aircrews flying Military Airlift Command missions, all US Contractors performing work on United States Air Force classified contracts will report to the nearest Security Police Information Security Section for the geographical area where the contract is to be performed.

Invited Contractor or Technical Representative status will be withdrawn by USFK on--  
Completion or termination of the contract.

Proof that the contractor or employees are engaged in business activities in the ROK other than those pertaining to U.S. Armed Forces.

Proof that the contractor or employees are engaged in practices illegal in the ROK or are violating USFK regulations.

It is agreed that the withdrawal of the invited contractor or technical representative status or any of the privileges associated therewith by the US Government, will not constitute grounds for excusable delay by the contractor in the performance of the contract, nor will it justify or excuse the contractor defaulting the performance of this contract; and such withdrawal will not serve as a basis for the filing of any claims against the US Government if the withdrawal is made for the reasons stated in subparagraph h above. Under no circumstances will the withdrawal of such status or privileges be considered or construed as a breach of contract by the US Government. The determination to withdraw status and privileges by USFK shall be final and binding upon the parties unless it is patently arbitrary, capricious and lacking in good faith.

Subject to their continued inclusion in USFK Regulation 700-19, and provided the invited contractor or technical representative status is not withdrawn, contractor employees and authorized dependents who have been determined by their USFK sponsoring agency to be command sponsored may be furnished the following privileges and exemptions during the performance period of the contract:

- (1) SOFA status for contractor employee and lawful dependents.
- (2) Duty-free importation privileges in accordance with SOFA and USFK regulations.
- (3) DD Form 1173 (Uniformed Services Identification and Privilege Card).
- (4) USFK Form 73 (USFK Ration Control Plate).
- (5) PX or BX privileges.

- (6) Commissary privileges.
- (7) Class VI store privileges (alcoholic beverage package store).
- (8) Purchase of gasoline and Petroleum, Oil and Lubricant (POL) products at PX or BX facilities.
- (9) Military postal service privileges (Army post office and fleet post office).
- (10) Military banking and credit union privileges.
- (11) Motor vehicle operator's permit.
- (12) Registration of one privately owned vehicle.
- (13) Registration of pets and firearms.
- (14) Medical services on a reimbursable basis.
- (15) Dental services for emergency care only on a reimbursable basis.
- (16) Mortuary services on a reimbursable basis.
- (17) Department of Defense dependents schools on a space-available, tuition-paying basis.
- (18) Continuing education programs on a space-available basis.
- (19) Officers, noncommissioned officers, and enlisted members clubs subject to local policies.
- (20) Morale, welfare, and recreation facilities.
- (21) Armed forces recreation center facilities on a space-available basis.
- (22) Legal assistance on a space-available basis.
- (23) Billeting and messing facilities (remote sites only, space-available basis.
- (24) Housing referral services (limited to translation assistance and explanation host country rental laws and utility and telephone services)

H. 16 SOFA CONTRACT CLAUSE: INVITED CONTRACTOR OR TECHNICAL REPRESENTATIVE (TR) STATUS UNDER U.S. – REPUBLIC OF KOREA (ROK)

- a. Invited contractor and TR status shall be governed by the U.S.-ROK Status of Forces Agreement (SOFA) as implemented by USFK Reg 700-19.
- b. Invited contractor or TR status under the SOFA is subject to the written approval of ACofS, Acquisition Management (FKAQ), Unit #15237, APO AP 96205-5237.
- c. The contracting officer will coordinate with HQ USFK, ACofS, Acquisition Management (FKAQ), IAW FAR 25.8, and USFK Reg 700-19. The ACofS, Acquisition Management will determine the appropriate contractor status under the SOFA and notify the contracting officer of that determination.
- d. Subject to the above determination, the contractor, including its employees and lawful dependents, may be accorded such privileges and exemptions under conditions and limitations as specified in the SOFA and USFK Reg 700-19. These privileges and exemptions may be furnished during the performance period of the contract, subject to their availability and continued SOFA status. Logistic support privileges are provided on an as-available basis to properly authorized individuals.

e. The contractor warrants and shall ensure that collectively, and individually, its officials and employees performing under this contract will not perform any contract, service, or other business activity in the ROK, except under U.S. Government contracts and that performance is IAW the SOFA.

f. The contractor's direct employment of any Korean-National labor for performance of this contract shall be governed by ROK Labor Law and USFK Regulation(s) pertaining to the direct employment and personnel administration of Korean National personnel.

g. The authorities of the ROK have the right to exercise jurisdiction over invited contractors and technical representatives, including contractor officials, employees and their dependents, for offenses committed in the ROK and punishable by the laws of the ROK. In recognition of the role of such persons in the defense of the ROK, they will be subject to the provisions of Article XXII, SOFA, related Agreed Minutes and Understandings. In those cases in which the authorities of the ROK decide not to exercise jurisdiction, they shall notify the U.S. military authorities as soon as possible. Upon such notification, the military authorities will have the right to exercise jurisdiction as is conferred by the laws of the U.S.

h. Invited contractors and technical representatives agree to cooperate fully with the USFK sponsoring agency and RO on all matters pertaining to logistic support. In particular, contractors will provide the assigned sponsoring agency prompt and accurate reports of changes in employee status as required by USFK Reg 700-19.

i. Except for contractor air crews flying Air Mobility Command missions, all U.S. contractors performing work on USAF classified contracts will report to the nearest Security Forces Information Security Section for the geographical area where the contract is to be performed to receive information concerning local security requirements.

j. Invited contractor and technical representative status may be withdrawn by USFK/FKAQ upon:

- (1) Completion or termination of the contract.
- (2) Determination that the contractor or its employees are engaged in business activities in the ROK other than those pertaining to U.S. armed forces.
- (3) Determination that the contractor or its employees are engaged in practices illegal in the ROK or are violating USFK regulations.

k. It is agreed that the withdrawal of invited contractor or technical representative status, or the withdrawal of, or failure to provide any of the privileges associated therewith by the U.S. and USFK, shall not constitute grounds for excusable delay by the contractor in the performance of the contract and will not justify or excuse the contractor defaulting in the performance of this contract. Furthermore, it is agreed that withdrawal of SOFA Status for reasons outlined in USFK Reg 700-19, paragraphs 2-6a through 2-6c above shall not serve as a basis for the contractor filing any claims against the U.S. or USFK. Under no circumstance shall the withdrawal of SOFA Status or privileges be considered or construed as a breach of contract by the U.S. or USFK.

(End of Clause)



**H.17 CONTINGENCY CONDITIONS CLAUSE: CONTINUANCE OF  
PERFORMANCE DURING ANY STATE OF EMERGENCY OF KOREA  
(ROK)**

The Government may direct the contractor to perform in support of a war, contingency, or exercise, as provided by law or defined by the applicable Service Component Command. Additionally, the Contractor shall be responsible for performing all functions of this contract during any declaration by the U.S. or Korea, of a state of emergency, or during internal strife, rioting, civil disturbances, or perils of any other type until released by the Contracting Officer. Contractor personnel under this contract are considered emergency essential civilians (EEC) unless designated otherwise by the Contracting Officer.

For all EEC personnel, the contractor shall identify those employees having a U.S. military mobilization recall commitment. The contractor shall submit to the Contracting Officer adequate plans for replacing those employees IAW DOD Directives 1200.7 and 1352.1. The contractor is responsible for identifying those Korean Citizen employees having a mobilization or military recall commitment. The contractor shall submit to the Contracting Officer either Republic of Korea approved exemptions for the identified employees or adequate plans for continuing performance of the contract in the [U.S. and/or](#) ROK employees' absence.

During time of war, contingency, exercise or crisis, contractor personnel will remain attached to the headquarters, USFK for management purposes in theater. USFK/FKAQ is the responsible office for all Invited Contractors covered by the U.S. - R.O.K. Status of Forces Agreement. The contractor shall ensure that all contractor employees will comply with all guidance, instructions, and general orders applicable to U.S. Armed Forces and DOD civilians and issued by the Theater Commander or his/her representative. This will include any and all guidance and instructions issued based upon the need to ensure mission accomplishment, force protection and safety.

The contractor shall comply, and shall ensure that all deployed employees and agents comply, with pertinent Department of Army and Department of Defense directives, policies, and procedures, as well as federal statutes, judicial interpretations and international agreements (e.g., Status of Forces Agreements, Host Nation Support Agreements, etc.) applicable to U.S. Armed Forces or U.S. citizens in the area of operations. The Contracting Officer will resolve disputes.

The contractor shall be responsible for providing employees who meet the physical standards and medical requirements for job performance in the designated theater of operations.

The contracting officer may direct the contractor, at the contractor's expense, to remove or replace any contractor employee failing to adhere to instructions and general orders issued by the Theater Commander or his/her designated representative. The contractor will replace employees within 72 hours, or as directed by the contracting officer, at contractor expense, if the employee is to be removed or departs an area of operations without permission.

Before deployment, the contractor shall ensure that each contractor employee completes a DD Form 93 (Record of Emergency Data Card), and returns the completed form to the contracting officer's representative or designated government official.

The contractor shall report its employees entering and leaving the area of operations IAW theater policies (U.S. Invited Contractors see USFK Reg 700-19) or as directed by the Contracting Officer or his/her designated representative. Additionally, the contractor shall report its employees in the area of operations by name and by location as required by theater policies.

The contractor will brief its employees regarding the potential danger, stress, physical hardships and field living conditions. The contractor will require all its employees to acknowledge in writing that they understand the danger, stress, physical hardships and field living conditions that are possible if the employee deploys in support of military operations.

This clause does not define the obligations of the Government to provide logistic support to the contractor personnel. Government logistic support to contractor personnel is not contained within the scope of this contract unless otherwise noted. Government obligations to contractors during such circumstances are defined in DODI 3020.37 (Continuation of Essential DOD Contractor Services during Crisis); U.S. Forces Korea Regulations, SOFA provisions, Agency Supplements and Regulations.

The Contracting Officer will discern any additional GFE, GFP or supplies necessary to facilitate the performance of the enhanced requirement or necessary for the protection of contractor personnel. These items will be furnished to the Contractor at the sole discretion of the Contracting Officer.

(End of Clause)

#### H.18 ORGANIZATIONAL CONFLICT OF INTEREST CLAUSE:

a. Under this contract, the contractor may gain access to proprietary or source selection information of another contractor while performing translation services for the Government, the contractor agrees to protect this information from unauthorized use or disclosure and to refrain from using the information for any purpose other than that for which it was furnished. A separate agreement shall be entered into between the contractor and the company whose proprietary information is the subject of this restriction. A copy of this agreement shall be provided to the Contracting Officer.

b. Under this contract, the contractor may provide translation services gaining access to information related to the contractor's own or a competitor's products or services. The contractor shall ensure safeguards are established to prevent this information from being used by the contractor for any business purpose other than as required under this contract.

c. Based on paragraph a and b above, performance of this contract creates potential organizational conflicts of interest such as are contemplated by Federal Acquisition Regulation (FAR) 9.505. The contractor shall not engage in any other contractual or other activities which

could create an organizational conflict of interest with its position under this contract; which might impair its ability to render unbiased advice and recommendations; or in which it may derive an unfair competitive advantage as a result of knowledge, information, and experience gained during the performance of this contract. This provision shall apply to the prime contractor and all subcontractors. This provision shall have effect throughout the period of performance of this contract, any extensions thereto by change order or supplemental agreement, and for two (2) years thereafter. The government may terminate this contract for default, disqualify the contractor for subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract, upon determination that an OCI has occurred.

d. The work performed under this contract may create a significant potential for certain conflicts of interest, as set forth in FAR 9.505-1, 9.505-2, 9.505-3, and 9.505-4. It is the intention of the parties hereto to prevent both the potential for bias in connection with the contractor's performance of this contract, as well as the creation of any unfair competitive advantage as a result of knowledge gained through access to third-party proprietary information.

e. Whenever performance of this contract provides access to another contractor's proprietary information, the contractor shall (i) enter into a written agreement with the other entities involved, as appropriate, in order to protect such proprietary information from unauthorized use or disclosure for as long as it remains proprietary; and (ii) refrain from using such proprietary information other than as agreed to, for example to provide assistance during technical evaluation of other contractors' offers or products under this contract. An executed copy of all proprietary information agreements by individual personnel or on a corporate basis shall be furnished to the Contracting Officer within fifteen (15) calendar days of execution.

f. The contractor shall obtain from each of its employees, whose anticipated responsibility in connection with the work under this contract may be reasonably expected to involve access to such information subject to the limitations described in this clause, a written agreement, which, in substance, shall provide that such employee will not, during its employment by the contractor, or thereafter, improperly disclose such data or information.

g. The contractor shall hold the government harmless and will freely indemnify the government as to any cost/loss resulting from the unauthorized use or disclosure of any third-party proprietary information by its employees, the employees of subcontractors, or by its agents.

h. For breach of any of the above restrictions or for nondisclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the government reserves the right to terminate this contract for default, disqualify the contractor for subsequent related contractual efforts, and to pursue such other remedies as may be available under law.

i. The contractor shall include the same provisions as are expressed in this clause, including this paragraph, in all subcontracts awarded for performance of any portion of this requirement. This restriction is applicable throughout the period of performance of the subcontract, and any extensions thereof by change order or supplemental agreement, and for two (2) years thereafter. When the provisions of this clause are included in a subcontract, the term "contracting officer" shall represent the head of the Contracts Office of the prime contract. Any deviations or less restrictive coverage deemed necessary or required by the prime contractor for a particular subcontract must first be submitted to the Government Contracting Officer for approval. Subcontractors, on a case-by-case basis, may make a request, through the prime contractor, for a revision to OCI Clause restrictions outlined above.

H.19 GOVERNMENT FURNISHED INFORMATION (GFI)

Contract Reference	Name of Document and Location of Document
PBWS para. 2.2; C.5.0	AR 715-9 – Contractor’s Accompanying the Force <a href="http://www.amc.army.mil/LOGCAP/docs/ar7159.pdf">http://www.amc.army.mil/LOGCAP/docs/ar7159.pdf</a>
PBWS para. 2.2 C.5.0	FM 3-100.21 – Force Protection <a href="https://atiam.train.army.mil/SoldierPortal/atia/adlsc/view/public/4631-1/fm/3-100.21/toc.htm">https://atiam.train.army.mil/SoldierPortal/atia/adlsc/view/public/4631-1/fm/3-100.21/toc.htm</a>
PBWS para. 2.1.2.2 & 4.0	Interagency Language Roundtable (ILRT) AR 611-6 <a href="http://www.army.mil/usapa/epubs/611_Series_Collection_1.html">www.army.mil/usapa/epubs/611_Series_Collection_1.html</a>
DFARS 252.225- 7040(f2)	AR 58-1 – Management, Acquisition, & Use of Motor Vehicles <a href="http://www.army.mil/usapa/epubs/58_Series_Collection_1/html">www.army.mil/usapa/epubs/58_Series_Collection_1/html</a>
DFARS 252.225- 7040 (k)	DoD 4500.36 – Management, Acquisition, & Use of Motor Vehicles <a href="http://www.dtic.mil/whs/directives/corres/dir1.html">www.dtic.mil/whs/directives/corres/dir1.html</a>
DFARS 252.225- 7040 (f2)	DoD 4515-13R – Air Transportation Eligibility <a href="http://www.dtic.mil/whs/directives/corres/dir1.html">www.dtic.mil/whs/directives/corres/dir1.html</a>
DFARS 252.225- 7040 (f2)	AR 95-1 – Flight Reservations <a href="http://www.army.mil/usapa/epubs/95_Series_Collection_1.html">www.army.mil/usapa/epubs/95_Series_Collection_1.html</a>
DFARS 252.225- 7040 (o)	AR 638-2 – Care and Disposition of Remains and Disposition of Personal Effects <a href="http://www.army.mil/usapa/epubs/638_Series_Collection_1.html">www.army.mil/usapa/epubs/638_Series_Collection_1.html</a>
PBWS Parg.2.1.2.4	AR 40-501 Standards of Medical Fitness <a href="http://www.army.mil/usapa/epubs/40_Series_Collection_1.html">www.army.mil/usapa/epubs/40_Series_Collection_1.html</a>
PBWS Parg.2.2	FM 3-100.21 Contractors on the Battlefield <a href="https://atiam.train.army.mil/soldierPortal/atia/adlsc/view/public/4631-1/FM/3-">https://atiam.train.army.mil/soldierPortal/atia/adlsc/view/public/4631-1/FM/3-</a>

<a href="#">100.21/toc.htm</a>
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## H.20 METHOD OF ORDERING (UNILATERAL AND BILATERAL)

- a. **UNILATERAL ORDERS.** When the performance schedule of a proposed task order does not permit negotiation and definitization of that task order prior to required commencement of the work, the Contracting Officer may issue a unilateral task order. Unilateral task orders shall consist of a statement of work and an estimated ceiling price which the Contractor may not exceed except at his own risk. 30 days prior to Contractor's belief of reaching 85% of contract ceiling, a letter of notification must be provided to the Contracting Officer (see FAR 52.232-20 Limitation of Costs or FAR 52.232-22 Limitation of Funds), or as specified in the individual task order, a justification for any anticipated increase in the amount of the ceiling price. The Contracting Officer may either increase or allow the ceiling price to remain in effect.
- b. **BILATERAL ORDERS.** Prior to issuance of any bilateral task order under this contract, the Contracting Officer shall issue a request for proposal for the work specified in the task order. The Contractor's proposal shall consist of an estimate of the cost to perform the work in the format previously agreed upon by the parties. The proposal must include costs for labor, materials, travel, equipment and supplies, indirect costs and fee, and a technical description of the contractor's plan to accomplish the work. The level of detail of the technical proposal shall be described in the statement of work of the task order. Based upon the Contractor's proposal, the Contracting Officer and the Contractor shall enter into negotiations and reach agreement of the estimated cost plus fee or firm fixed-price of the task order.
- c. If the Contractor concludes that the statement of work for the task order is not within the scope of the basic contract, the contractor shall notify the Contracting Officer immediately in writing and shall include the reason for such determination.
- d. All orders will be signed by the Contracting Officer before performance of work begins. No work shall be initiated by the Contractor prior to receipt of the signed task order or other written notice to proceed from the Contracting Officer. A task order shall be deemed "issued" for purposes of this contract at the time the Government deposits the task order in the mail or transmits the order by electronic facsimile (FAX) or email.
- e. It is the intent of the Government to distribute the issuance of task orders over the period of the contract; however, due to the nature of the mission, there is no guarantee of an orderly flow of work. Task orders may be issued under this contract from date of award throughout the contract period of performance.
- f. All task orders issued hereunder are subject to the terms and conditions of the basic contract. The basic contract shall take precedence in the event of a conflict with any task orders.
- g. The work under this contract shall be performed in accordance with the written statement of work attached to and made a part of each task order.

## H.21 Small Business Participation

There are multiple objectives for subcontracting emphasis, which shall be documented in a subcontracting plan and performed in accordance with the terms of this contract.

a. US Small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contract(s) resulting from this solicitation. Prime contractors shall establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

b. The Contractor shall cooperate in any studies or surveys as necessary to determine the extent of compliance with this clause, by any entity designated by the contracting officer.

c. Subcontracting.

1. Contractors will be required to achieve minimum levels of Small Business Participation as a requirement of the IDIQ Contract. Specifically, the following Small Business Participation is required:

- a. 25% to Small Business
- b. 5% to Small Disadvantaged Businesses
- c. 5% to Women-Owned Small Businesses
- d. 3% to HUBZone Small Businesses
- e. 3% to Service Disabled Veteran Small Businesses

The above percentages shall be calculated based upon the total contract amount (not total subcontracting amount as specified in 52.219-9). Small Businesses who are the prime contractor shall include their own participation as contributing to the achievement of the above contract requirement percentages. Small Business Participation will include 1<sup>st</sup> tier Subcontractors only.

2. Contractor shall submit to the contracting officer the following reports: Standard Form (SF) 294, Subcontracting Report for Individual Contracts, as a part of any submission for award fee determination, and at contract completion. The report shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns, and shall ensure that all US subcontractors agree to submit SF 294.

3.. The failure of the Contractor or subcontractor to comply in good faith with its subcontracting plan required by this contract shall be a material breach of the contract.

#### H.22 CORRECTIVE ACTION OF SYSTEM DEFICIENCIES

The Contractor shall take immediate corrective action to correct system deficiencies identified by DCMC and DCAA applicable to their approved systems which include but are not limited to purchasing system, estimating system, automated cost control system/disclosure statements and cost accounting violations

#### H.23 SERVICE CONTRACT ACT SPECIAL NOTICE

It has been determined that the Service Contract Act shall apply to performance of U.S. hired employees. Employees shall be considered hired on the contract upon official acceptance by the Government. No personnel shall be considered an employee under the contract until successful acceptance by the Government and shall not be billable as labor until such time. The Government agrees to reimburse travel/per diem costs associated with security vetting of all linguist candidates .

Note: Please refer to 52.222-41, 52.222-42, 52.222-43, 52.222-47 in Section I

#### H.24 AWARD FEE PLAN (Attachment # 3 )

#### H.25 GOVERNMENT FURNISHED EQUIPMENT (Attachment # 4 )

#### H.26 CONTRACTOR MANPOWER REPORTING

The Office of the Assistant Secretary of the Army (Manpower and Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report all contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information at format using the following web site:

<https://contractormanpower.army.pentagon.mil>. Contractors may use a direct Extensible Markup Language (XML) data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's system to the secure web site without the need for separate data entries for each required data element on the web site. The specific formats for the XML direct transfer may be downloaded from the web site. The information to be reported is as follows:

1. Contracting Office, Contracting Officer, Contracting Officer's Technical Representative.
2. Contract number, including task and delivery order number;
3. Beginning and ending dates covered by reporting period;
4. Contractor name, address, phone number, e-mail address, identity of contractor employee entering data;

5. Estimated direct labor hours (including sub-contractors);
6. Estimated direct labor dollars (including sub-contractors);
7. Total payments (including sub-contractors);
8. Predominant Federal Service Code (FSC) reflecting services provided by contractor  
(Separate predominant FSC for each sub-contractor if different);
9. Estimated data collection cost;
10. Organizational title associated with the Unit Identification Code (UIC) for the Army  
Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with  
its UIC for purposes of reporting this information);
11. Locations where contractor and sub-contractors perform the work (specified by zip code in  
the United States and nearest city, country, when in an overseas location, using standardized  
nomenclature provided on website);
12. Presence of deployment or contingency contract language; and
13. Number of contractor and sub-contractor employees deployed in theater this reporting period  
(by country).

**As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement.** Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the databases server or fill in the fields on the web site. The XML direct transfer is a format for transferring files from a contractor's system to the secure web site without the need for separate data entries for each required data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site.

NOTE: The Unit Identification Code (UIC) is W00YAA and the predominant Federal Service Code (FSC) for this contract is R408.

#### H.27 SPECIAL PROVISION LINGUIST INTER CONTRACT TRANSFERS

The Army's acquisition strategy for the follow-on award(s) for the Worldwide Linguist Support Contract anticipates issuing ~~four~~ separate solicitations and awarding ~~four~~ separate contracts. The resulting contracts shall be awarded to qualified ~~Offerors~~ based on specified mission requirements. The ~~four~~ mission requirements are (1) ~~Operation Iraqi Freedom and related support~~, (2) ~~Operation Enduring Freedom (OEF) - Afghanistan~~, and (3) ~~Operation Enduring Freedom (OEF) - GTMO~~, and (4) Exercise Support. The Iraq mission requirement will be awarded based on full and open competition. The ~~OEF - Afghanistan and related support requirements, OEF - GTMO~~, and Exercise Support will be awarded based on small business set-aside procedures, open to all U.S small businesses.

The Government may transfer or augment capability among the contracts as necessary to meet the full needs for linguist services. This transference or augmentation will only be implemented when determined to be in the best interest of the Government. Work will be transferred or augmented under the terms and conditions of each Contract as issued. Advanced notification of

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such transference or augmentation will be provided to HQDA by the INSCOM prior to execution.

#### H.28 DISCLOSURE OF INFORMATION

**Note:** This is provision is in addition to DFARS Clause 252.204-7000 should any conflicts between the DFARS Clause and the information provided in H.18 the DFARS clause will take precedence

Performance under this contract may require the contractor to access data and information intended for use only within the Government, another government contractor or of such nature that its dissemination or use other than as specified in the work statement would be adverse to the interests of the government or others. Neither the contractor, nor contractor personnel, shall divulge or release data or information developed or obtained under performance of this work statement, except to authorized government personnel or upon written approval of the contracting officer. The contractor shall not use, disclose, or reproduce any data that bears a restrictive legend, other than as specified in this work statement or any information at all regarding this agency.

Disclosure of Information regarding operations and services of the activity to persons not entitled is strictly prohibited. Neither the contractor nor any subcontractor who receives classified information and fails to safeguard such information that may come to the contractor (or any persons under the contractor's control) in connection with work under this work statement, may subject the contractor, contractor's agent, or employees to criminal liability under Title 18, sections 793 and 798 of the United States Code. The contractor's employees or any subcontractor's employees shall not disclose or cause to be disseminated, any information concerning the operations of the activity, which could result in, or increase the likelihood of, the possibility of a breach of the activity's security or interrupt the continuity of its operations.

The contractor shall direct to the contracting officer all inquiries, comments, or complaints arising from matters observed, experienced, or learned as a result of, or in connection with the performance of this contract, the resolution of which may require the dissemination of official information. Any inquiries made pursuant to the Freedom of Information Act of 1975, Public Law 93-502, 5 U.S.C., Section 552, shall be referred to the Government. The Contractor shall be responsible for search and submission of records upon request by the Government.

The Contractor shall not release any information (including photographs, files, public announcements, statements, denials or confirmations) on the work under the contract, any aspect of the program or any personnel working in connection with the program without the prior written approval of the Contracting Officer. The provisions of the Privacy Act of 1974, Public Law 93-579, 5 U.S. C., Section 552a, shall apply. All information and identification of individuals will be protected and controlled.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-5	Material Requirements	AUG 2000
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-5	Facsimile Proposals	OCT 1997
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.216-24	Limitation Of Government Liability	APR 1984
52.219-8	Utilization of Small Business Concerns	MAY 2004

52.219-9 Alt II	Small Business Subcontracting Plan (Jan 2002) Alternate II	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-25	Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting	OCT 1999
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-2	Payment For Overtime Premiums	JUL 1990
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JUN 2004
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-29	Notification Of Visa Denial	JUN 2003
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.222-42	Statement Of Equivalent Rates For Federal Hires	MAY 1989
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	MAY 1989
52.222-47	Service Contract Act (SCA) Minimum Wages And Fringe Benefits	MAY 1989
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	AUG 2000
52.223-13	Certification of Toxic Chemical Release Reporting	AUG 2003
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	MAR 2005
52.226-1	Utilization Of Indian Organizations And Indian- Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-10	Filing Of Patent Applications--Classified Subject Matter	APR 1984
52.227-12	Patent Rights--Retention By The Contractor (Long Form)	JAN 1997
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984

52.228-4	Workers' Compensation and War-Hazard Insurance APR 1984 Overseas	
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.229-8	Taxes--Foreign Cost-Reimbursement Contracts	MAR 1990
52.230-2	Cost Accounting Standards	APR 1998
52.230-6	Administration of Cost Accounting Standards	NOV 1999
52.232-1	Payments	APR 1984
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-18	Availability Of Funds	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.232-34	Payment By Electronic Funds Transfer--Other Than Central Contractor Registration	MAY 1999
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt II	Changes--Cost Reimbursement (Aug 1987) - Alternate II	APR 1984
52.243-7	Notification Of Changes	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	JUL 2004
52.245-1	Property Records	APR 1984
52.245-5	Government Property (Cost-Reimbursement Time- And-Materials, Or Labor Hour Contracts)	MAY 2004
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.247-64	Preference for Privately Owned U.S. - Flag Commercial Vessels	APR 2003
52.248-1	Value Engineering	FEB 2000
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.252-4	Alterations in Contract	APR 1984
52.253-1	Computer Generated Forms	JAN 1991

252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Central Contractor Registration (52.204-7)	NOV 2003
Alt A	Alternate A	
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	SEP 2004
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7004	Reporting of Contract Performance Outside the United States	APR 2003
252.225-7005	Identification Of Expenditures In The United States	APR 2002
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003
252.225-7041	Correspondence in English	JUN 1997
252.225-7042	Authorization to Perform	APR 2003
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	JUN 1998
252.228-7000	Reimbursement for War-Hazard Losses	DEC 1991
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.237-7006	Subcontracting	DEC 1991
252.239-7000	Protection Against Compromising Emanations	JUN 2004
252.239-7016	Telecommunications Security Equipment, Devices, Techniques, And Services	DEC 1991
252.241-7001	Government Access	DEC 1991
252.242-7000	Post award Conference	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.245-7001	Reports Of Government Property	MAY 1994
252.247-7023	Transportation of Supplies by Sea	MAY 2002

252.247-7024 Notification Of Transportation Of Supplies By Sea MAR 2000  
252.251-7000 Ordering From Government Supply Sources OCT 2002

CLAUSES INCORPORATED BY FULL TEXT

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from TBD through TBD.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$2,500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of the maximum value of the contract;

(2) Any order for a combination of items in excess of the maximum value of the contract; or

(3) A series of orders from the same ordering office within one day that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within three days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **TBD**.

(End of clause)

#### 52.244-2 SUBCONTRACTS (AUG 1998)

(a) Definitions. As used in this clause--

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or



(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

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(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

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(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[www.arnet.gov/far/loadmainre.html](http://www.arnet.gov/far/loadmainre.html)

[www.acq.osd.mil/dpap/dars/dfar/index.htm](http://www.acq.osd.mil/dpap/dars/dfar/index.htm)

(End of clause)

252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless--

(1) The Contracting Officer has given prior written approval; or

(2) The information is otherwise in the public domain before the date of release.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

(End of clause)

252.225-7040 CONTRACTOR PERSONNEL SUPPORTING A FORCE DEPLOYED OUTSIDE THE UNITED STATES (JUN 2005)

(a) Definitions. As used in this clause--

Combatant Commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

Theater of operations means an area defined by the combatant commander for the conduct or support of specific operations.

(b) General. (1) This clause applies when contractor personnel deploy with or otherwise provide support in the theater of operations to U.S. military forces deployed outside the United States in-

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(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

(iii) Other military operations or exercises designated by the Combatant Commander.

(2) Contract performance in support of U.S. military forces may require work in dangerous or austere conditions. The Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are not combatants and shall not undertake any role that would jeopardize their status. Contractor personnel shall not use force or otherwise directly participate in acts likely to cause actual harm to enemy armed forces.

(c) Support. (1) The Combatant Commander will develop a security plan to provide protection, through military means, of Contractor personnel engaged in the theater of operations unless the terms of this contract place the responsibility with another party.

(2)(i) All Contractor personnel engaged in the theater of operations are authorized resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the theater of operations under this contract.

(d) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel supporting a force deployed outside the United States as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable--

- (1) United States, host country, and third country national laws;
  - (2) Treaties and international agreements;
  - (3) United States regulations, directives, instructions, policies, and procedures; and
  - (4) Orders, directives, and instructions issued by the Combatant Commander relating to force protection, security, health, safety, or relations and interaction with local nationals.
- (e) Pre-deployment requirements. The Contractor shall ensure that the following requirements are met prior to deploying personnel in support of U.S. military forces. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.
- (1) All required security and background checks are complete and acceptable.
  - (2) All deploying personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. The Government will provide, at no cost to the Contractor, any theater-specific immunizations and/or medications not available to the general public.
  - (3) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a theater of operations and have a Geneva Conventions identification card from the deployment center.
  - (4) Country and theater clearance is obtained for personnel. Clearance requirements are in DoD Directive 4500.54, Official Temporary Duty Abroad, and DoD 4500.54-G, DoD Foreign Clearance Guide. Contractor personnel are considered non-DoD personnel traveling under DoD sponsorship.
- (f) Processing and departure points. Deployed contractor personnel shall--
- (1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of contractor personnel and to ensure that all deployment requirements are met;
  - (2) Use the point of departure and transportation mode directed by the Contracting Officer; and
  - (3) Process through a Joint Reception Center (JRC) upon arrival at the deployed location. The JRC will validate personnel accountability, ensure that specific theater of operations entrance requirements are met, and brief contractor personnel on theater-specific policies and procedures.
- (g) Personnel data list. (1) The Contractor shall establish and maintain with the designated Government official a current list of all contractor personnel that deploy with or otherwise provide support in the theater of operations to U.S. military forces as specified in paragraph

(b)(1) of this clause. The Contracting Officer will inform the Contractor of the Government official designated to receive this data and the appropriate automated system(s) to use for this effort.

(2) The Contractor shall ensure that all employees on the list have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official.

(h) Contractor personnel. (1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this clause. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall have a plan on file showing how the Contractor would replace employees who are unavailable for deployment or who need to be replaced during deployment. The Contractor shall keep this plan current and shall provide a copy to the Contracting Officer upon request. The plan shall--

(i) Identify all personnel who are subject to military mobilization;

(ii) Detail how the position would be filled if the individual were mobilized; and

(iii) Identify all personnel who occupy a position that the Contracting Officer has designated as mission essential.

(i) Military clothing and protective equipment. (1) Contractor personnel supporting a force deployed outside the United States as specified in paragraph (b)(1) of this clause are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures and the Geneva Conventions.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective clothing.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) Weapons. (1) If the Contractor requests that its personnel performing in the theater of operations be authorized to carry weapons, the request shall be made through the Contracting

Officer to the Combatant Commander. The Combatant Commander will determine whether to authorize in-theater contractor personnel to carry weapons and what weapons will be allowed.

(2) The Contractor shall ensure that its personnel who are authorized to carry weapons-

(i) Are adequately trained;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition.

(3) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the theater of operations.

(l) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the theater of operations whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) Evacuation. (1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national contractor personnel.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) Next of kin notification and personnel recovery. (1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is missing, captured, or abducted.

(2) In the case of missing, captured, or abducted contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 2310.2, Personnel Recovery.

(o) Mortuary affairs. Mortuary affairs for contractor personnel who die while providing support in the theater of operations to U.S. military forces will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(p) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts that require subcontractor personnel to be available to deploy with or otherwise provide support in the theater of operations to U.S. military forces deployed outside the United States in--

(1) Contingency operations;

(2) Humanitarian or peacekeeping operations; or

(3) Other military operations or exercises designated by the Combatant Commander.

(End of clause)

252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS. (JUN 1995)

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation--

(1) If a successful Offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(2) If a successful Offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.



(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished With Restrictions *	Basis for Assertion **	Asserted Rights Category ***	Name of Person Asserting Restrictions
*****			
(LIST)	(LIST)	(LIST)	(LIST)

\*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

\*\*Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

\*\*\*Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

\*\*\*\*Corporation, individual, or other person, as appropriate.

\*\*\*\*\*Enter "none" when all data or software will be submitted without restrictions.

Date \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

Signature \_\_\_\_\_

(End of identification and assertion)

(e) An Offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

(End of provision)

#### 252.228-7003 CAPTURE AND DETENTION (DEC 1991)

(a) As used in this clause --

(1) Captured person means any employee of the Contractor who is --

(i) Assigned to duty outside the United States for the performance of this contract; and

(ii) Found to be missing from his or her place of employment under circumstances that make it appear probable that the absence is due to the action of the force of any power not allied with the United States in a common military effort; or

(iii) Known to have been taken prisoner, hostage, or otherwise detained by the force of such power, whether or not actually engaged in employment at the time of capture; provided, that at the time of capture or detention, the person was either --

(A) Engaged in activity directly arising out of and in the course of employment under this contract; or

(B) Captured in an area where required to be only in order to perform this contract.

(2) A period of detention begins with the day of capture and continues until the captured person is returned to the place of employment, the United States, or is able to be returned to the jurisdiction of the United States, or until the person's death is established or legally presumed to have occurred by evidence satisfactory to the Contracting Officer, whichever occurs first.

(3) United States comprises geographically the 50 states and the District of Columbia.

(4) War Hazards Compensation Act refers to the statute compiled in chapter 12 of title 42, U.S. Code (sections 1701-1717), as amended.

(b) If pursuant to an agreement entered into prior to capture, the Contractor is obligated to pay and has paid detention benefits to a captured person, or the person's dependents, the Government will reimburse the Contractor up to an amount equal to the lesser of --

(1) Total wage or salary being paid at the time of capture due from the Contractor to the captured person for the period of detention; or

(2) That amount which would have been payable if the detention had occurred under circumstances covered by the War Hazards Compensation Act.

(c) The period of detention shall not be considered as time spent in contract performance, and the Government shall not be obligated to make payment for that time except as provided in this clause.

(d) The obligation of the Government shall apply to the entire period of detention, except that it is subject to the availability of funds from which payment can be made. The rights and obligations of the parties under this clause shall survive prior expiration, completion, or termination of this contract.

(e) The Contractor shall not be reimbursed under this clause for payments made if the employees were entitled to compensation for capture and detention under the War Hazards Compensation Act, as amended.

#### 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002)

(a) Definitions. As used in this clause --

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, material man, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

(1) Prime contract number;

- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
TOTAL		

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the

contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

ATTACHMENTS

<u>DOCUMENT TYPE</u>	<u>DESCRIPTION</u>
Attachment 1	DD Form 254 & SCI Addendum
Attachment 2	Small Business Subcontracting Plan (to be incorporated at award)
Attachment 3	Award Fee Plan
Attachment 4	Government Furnished Equipment
Attachment 5	Technical Staffing Chart Contract Level
Attachment 6	Task Order 1
Attachment 7	Past Performance Questionnaire



Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	APR 1991
52.204-5	Women-Owned Business (Other Than Small Business)	MAY 1999
52.225-6	Trade Agreements Certificate	JAN 2004
252.204-7001	Commercial And Government Entity (CAGE) Code Reporting	AUG 1999
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003

CLAUSES INCORPORATED BY FULL TEXT

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All Offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Offeror's TIN.

(d) Taxpayer Identification Number (TIN).

\_\_\_ TIN: \_\_\_\_\_

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

\_\_\_ Sole proprietorship;

\_\_\_ Partnership;

\_\_\_ Corporate entity (not tax-exempt);

\_\_\_ Corporate entity (tax-exempt);

\_\_\_ Government entity (Federal, State, or local);

\_\_\_ Foreign government;

\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_ Other \_\_\_\_\_

(f) Common parent.

\_\_\_ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

\_\_\_ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The Offeror or respondent, in the performance of any contract resulting from this solicitation, ( ) intends, ( ) does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the Offeror or respondent as indicated in this proposal or response to request for information.

(b) If the Offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

<b>Place of Performance(Street Address, City, State, County, Zip Code)</b>	<b>Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent</b>

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541930 (insert NAICS code).

(2) The small business size standard is ( ) (insert size standard).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The Offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) (Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The Offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The Offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(4) (Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The Offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(5) (Complete only if the Offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The Offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The Offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The Offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:\_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(a) General. This provision is used to assess an Offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The Offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

\_\_\_ (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration(PRO0Net); or

\_\_\_ (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2)\_\_\_ For Joint Ventures. The Offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The Offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The Offeror represents that --

(a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ☐ It has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The Offeror represents that

(a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

By submission of its offer, the Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of



the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

(End of provision)

**52.226-2 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION (MAY 2001)**

(a) Definitions. As used in this provision--

Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

(b) Representation. The Offeror represents that it--

( ) is ( ) is not a historically black college or university;

( ) is ( ) is not a minority institution.

(End of provision)

**52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (MAY 1999)**

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data--General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data--General, the Offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the Offeror's response is not determinative of the status of such data should a contract be awarded to the Offeror.

(c) The Offeror has reviewed the requirements for the delivery of data or software and states (Offeror check appropriate block)--

( ) None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

( ) Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

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Note: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data--General."

(End of provision)

#### 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the Offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

#### I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any Offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the Offeror's proposal under this solicitation unless the Offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the Offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement.

The Offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO  
or Federal Official Where Filed: \_\_\_\_\_

The Offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement.

The Offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant  
ACO or Federal Official Where Filed: \_\_\_\_\_

The Offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption.

The Offeror hereby certifies that the Offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The Offeror further certifies that if such status changes before an award resulting from this proposal, the Offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption.

The Offeror hereby certifies that (i) the Offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the Offeror is not yet required to submit a Disclosure Statement. The Offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the Offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

## II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the Offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the Offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

( ) The Offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the Offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the Offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The Offeror further certifies that if such status changes before an award resulting from this proposal, the Offeror will advise the Contracting Officer immediately.

CAUTION: An Offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the Offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

### III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The Offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

( ) YES ( ) NO

(End of clause)

### 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (SEP 2004)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries subject to this provision include: Cuba, Iran, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in

the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

#### 252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (SEP 1994)

(a) Definitions. As used in this provision--

(1) "Entity controlled by a foreign government" means--

(i) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(ii) Any individual acting on behalf of a foreign government.

(2) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control or influence the election or appointment of the Offeror's officers, directors, partners, regents, trustees, or a majority of the Offeror's board of directors by means, e.g., ownership, contract, or operation of law.

(3) "Foreign government" means any governing body organized and existing under the laws of any country other than the United States and its possessions and trust territories and any agent or instrumentality of that government.

(4) "Proscribed information" means--

(i) Top Secret information;

(ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone units (STU IIIs);

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmental Information (SCI).

(b) Prohibition on award. No contract under a national security program may be awarded to a company owned by an entity controlled by a foreign government if that company requires access to proscribed information to perform the contract, unless the Secretary of Defense or designee has waived application of 10 U.S.C.2536(a).

(c) Disclosure.

The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure

(Name and Phone Number with Country Code, City Code and Area Code, as applicable)

Name and Address of Offeror

Name and Address of Entity Controlled by a Foreign Government	Description of Interest, Ownership Percentage, and Identification of Foreign Government
--	---

(End of provision)

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR

CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$25,000 with a firm, or subsidiary of a firm, that is identified, on the List of Parties Excluded from Federal Procurement and Non-procurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, on the List of Parties Excluded from Federal Procurement and Non-procurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

(End of clause)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

\_\_\_\_ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)



Section L - Instructions, Conditions and Notices to Bidders

INSTRUCTION TO OFFERORS  
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#### L.1 CLAUSES INCORPORATED BY REFERENCE

This solicitation incorporates the following solicitation provisions by reference with the same force and effect as if they were given in full text. All clauses and all requirements of this RFP shall be included in the Prime's offer, and also included in any subcontracts, if applicable.

FAR 52.204-6 Data Universal Numbering System (DUNS) Number (JUN 1999)  
FAR 52.214-34 Submission of Offers in the English Language (APR 1991)  
FAR 52.214-35 Submission of Offers in US Currency (APR 1991)  
FAR 52.215-1 Instructions to Offerors—Competitive Acquisition (MAY 2001)  
FAR 52.215-16 Facilities Capital Cost of Money (OCT 1997)  
FAR 52.215.20 Requirements for Cost or Pricing Data or Information Other Than  
Cost or Pricing Data (OCT 1997)  
FAR 52.237-10 Identification of Uncompensated Overtime (OCT 1997)  
FAR 52.252-1 Solicitation Provisions Incorporated By Reference (FEB 1998)

#### L.2 TYPE OF CONTRACT (FAR 52.216-1) (4/84)/ESTIMATED AWARD DATE

The Government contemplates award of a Cost Plus Award Fee (CPAF) IDIQ type contract to provide five years of translation services coverage. The initial order is for a period of six months and includes 18 one quarter option periods. The award date for this effort is estimated at on or about 28 January 2006.

#### L.3 QUESTIONS

All clarification questions regarding the solicitation must be submitted **electronically** to Linguist Team at LINGUIST05@inscom.army.mil.

Prior to submission of proposals, Offerors are expected to reach a reasonable understanding of the requirements of this RFP by careful study of the RFP and by application of qualified knowledge and experience. If such a review establishes the need for correction or clarification of the RFP, such information shall be brought to the attention of the Linguist Team immediately, so that the matter can be resolved. Offerors shall submit any questions regarding the solicitation no later than five (5) working days after receipt of RFP. No questions received after that date will be answered unless the Government determines the answer to the question imparts information material to Offeror's ability to respond to the solicitation or to correct any significant errors.

Questions shall be prepared in the following format.

Date: \_\_\_\_\_

From: (Name, Company, and Phone Number of Offeror)

To: Linguist05@inscom.army.mil

Subj: Questions regarding Contract Linguist Solicitation, W911W4-05-R-0001

	Offeror Question	RFP paragraph and page # that relates to Offeror's question:	Offeror recommended answer or solution (if any)
1.			
2.			
3.			

Answers to all questions will be answered through an amendment and posted to the INSCOM contracting website. [www.inscom.army.mil/contracting/index.asp](http://www.inscom.army.mil/contracting/index.asp)

**L.4 SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)**

Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

USA INSCOM  
IAPC-DOC Attn: Linguist Team  
6359 Walker Lane, 3<sup>rd</sup> Floor  
Alexandria, VA 22310  
Fort Belvoir, Virginia 22060-5246  
[Linguist05@inscom.army.mil](mailto:Linguist05@inscom.army.mil)

**L.5 PRE-AWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FAR 52.222-24) (2/99)**

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a pre-award compliance evaluation by the Office of

Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

**L.6 USE OF NON-GOVERNMENT PERSONNEL DURING EVALUATIONS:**

The Government intends to use Contractors to assist with contract specialist functions which may involve physical handling of proposals. These personnel will not be scoring or evaluating proposals. All contractor personnel have signed non-disclosure agreements and the companies subject to an Organizational Conflict of Interest Clause. The name and address of the firm is listed below:

Davis-Paige Management Systems, LLC  
7001 Loisdale Rd. 2d floor  
Springfield, VA 22150-1904

Submission of a proposal in response to this solicitation will be deemed consent for the Government to utilize Davis-Paige Management Systems LLC personnel in support of this competitive procurement.

**L.7 TEAMING**

In accordance with FAR 9.601 and FAR 9.603, the Government will recognize the integrity and validity of Contractor team arrangements to include joint ventures as described in FAR Part 19, provided that the arrangements are identified and company relationships are fully disclosed in an offer or, for arrangements entered into after submission of an offer, before the arrangement becomes effective. If submitting as a team, a copy of the documentation establishing the legal entity which can sign a binding contractual instrument should be provided with your proposal. It is essential that you include the arrangements for continued performance for the life of the contract should one or more of the team members cease to be able to perform.

**L.8 ALTERNATIVE PROPOSALS NOT ACCEPTABLE**

Alternative proposals will not be accepted. The Offeror is limited to the submission of one proposal. Alternative approach proposals will not be evaluated.

**L.9 MINIMUM SECURITY REQUIREMENTS**

**L.9.1 TOP SECRET FACILITY CLEARANCE**

In order to perform the requirements of this procurement, and as required by Special Provision H1(b) Security Requirements, the Offeror must have a TOP SECRET Facility Clearance at time

of award. (The estimated time of award is listed in Section L.2). Proposals must include a CAGE code so verification of facility can be made. The Offeror shall incorporate this information in the Management Proposal. The facility clearance must meet the Director, Central Intelligence Directive 6/4 (DCID-6/4) Personnel Security Standards and Procedures governing Eligibility for Access to Sensitive Compartmented Information. THIS IS A SPECIAL STANDARD OF RESPONSIBILITY IN ACCORDANCE WITH FAR 9.104-2 SPECIAL STANDARDS.

### L.9.2 PERSONNEL WITH SECRET AND TS/SCI CLEARANCES:

The Offeror shall provide, to be included in the Management Proposal as set forth in Evaluation Subfactor 1.4 Staffing Plan, a list of all proposed key personnel that require either a SECRET and/or a TOP SECRET (TS) Clearance. All key personnel that require TS Clearances must be eligible for access to Sensitive Compartmented Information (SCI). All clearances shall be valid at time of award – THIS IS A SPECIAL STANDARD OF RESPONSIBILITY IN ACCORDANCE WITH FAR 9.104-2 SPECIAL STANDARDS. The Offeror shall provide the names of these individuals, along with data that will be needed for the Government to validate the clearances as shown in the charts below:

TOP SECRET/SCI

[illegible]

SECRET

[illegible]

The Offeror shall also incorporate the names of all proposed personnel in the KEY PERSONNEL CLAUSE as shown in SECTION H.3 of the RFP.

#### L.10 SMALL BUSINESS SUBCONTRACTING PLAN:

All Offerors (except US Small Businesses) shall submit a Small Business Subcontracting Plan.

Pursuant to FAR 19.708(b) and in accordance with FAR Clause 52.219-9 -Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, all Offerors (except US Small Businesses) are required to submit a Small Business Subcontracting Plan. This plan will be evaluated in accordance with the Army Federal Acquisition Regulation Supplement (AFARS) specifically Sections 5119.705-4(d), Subpart 5119.708(b)(1), and AFARS Appendix DD located at:

[http://dasapp.saalt.army.mil/Ind\\_base\\_policy/AFARS%20conformed.htm](http://dasapp.saalt.army.mil/Ind_base_policy/AFARS%20conformed.htm).

The Offeror's subcontracting goal shall not be less than 25% of the total proposed value. \*The resultant contractor must have an adequate plan in order to be considered for award. This evaluation is separate from the evaluation for Subfactor 1.6. However, the information presented in this plan shall be consistent with the information as provided for Subfactor 1.6

\*Note: Total proposed value is defined as: All costs and fees (including other direct cost) for Contract Line Items 0001.

#### L.11 PROPOSAL INSTRUCTIONS

##### L.11.1 PURPOSE

These instructions prescribe the format for the proposal and describe the approach for preparation and presentation of the proposal data. They are designed to ensure that Offerors submit the required information essential to the Government's understanding and validation of proposals. Offerors are cautioned to follow these instructions completely and carefully. Noncompliance with these instructions may be cause for rejection of the Offeror's proposal. Proposals shall not rephrase requirements set forth in the solicitation. Proposals which merely offer to perform work in accordance with the RFP, or which fail to present more than a statement indicating their capability of compliance with the management requirements without elaboration, will be deemed to be unacceptable and will not be considered further.

##### L.11.2 DELIVERY OF OFFERS

All offers shall be hand delivered or delivered by a common carrier by the time and closing date as stated in the solicitation, see SF 33, Block 9. The delivery address is listed below:

USA INSCOM  
IAPC-DOC Attn: Linguist Team  
6359 Walker Lane, <sup>3rd</sup> Floor  
Alexandria, VA 22310  
[Linguist05@inscom.army.mil](mailto:Linguist05@inscom.army.mil)

The hours of operation for accepting all hand carried/carrier deliveries is Monday through Friday from 8:00 until 16:30 (EST). All deliveries shall be made prior to the closing of the RFP to the 3<sup>rd</sup> floor Guard desk at the above address. All Offerors are encouraged to deliver proposals at least one hour prior to the closing time.

#### L.11.3 PROPOSAL – GENERAL

The proposal shall be accompanied by a cover letter (letter of transmittal) prepared on the company's letterhead. The cover letter shall identify all enclosures being transmitted. The cover letter shall provide the Offerors CAGE Code and Facility CAGE Code.

Each Offeror's proposal shall be submitted in English. Each proposal shall contain a glossary of unique terms, including all acronyms used. This glossary shall be included in the front of each appropriate volume. Great care should be exercised in addressing all Factors and Subfactors set forth below and further discussed in Section M. Cost or price information shall be included in the cost or pricing proposal only. Each proposal shall contain a Table of Contents except for Volume IV. All proposal pages and paragraphs shall be appropriately numbered. The outside of each Volume shall be clearly marked.

Any data previously submitted to the Government will not be considered. Offerors shall ensure that all volumes taken as a whole should form a cohesive, integrated proposal, free of inconsistency and conflict between each volume. Inconsistencies discovered will be reflected in the overall evaluation of the Offeror's proposal. Each proposal must be presented in sufficient depth to make a comprehensive evaluation of the Offeror's understanding of this acquisition and capability for performance. The proposal shall not contain material, which is not directly related to this specific procurement. In accordance with FAR 52.215-1, the Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore the Offerors initial proposal should contain the Offeror's best terms from a cost or price and management standpoint. However, the Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

Each volume shall completely address the Evaluation factors and subfactors as shown in L.12.

#### L.11.4 PROPOSAL FORMAT

(a) Management Proposals shall be prepared as follows: Narrative language that supports and/or elaborates on the information as presented in the proposal. Recommend the narrative information be limited to approximately 30 pages. (See Note below description of items not included in 30-page count)

**Note \* Items marked below by asterisks are excluded from page count.**

Small Business Subcontracting Plan \* (No Cost Data will be included)  
Resumes (**limited to key personnel**) (limited to two pages per person) \*  
Letters of commitment (**key personnel only**) (limited to one page per agreement) \*  
Proprietary Technological Deliverables/Data Information  
Glossary of Unique Terms \*  
Table of Contents \*  
Supporting Information

The Offeror shall identify in its management proposal the use of any technology or information on a contract deliverable that is proprietary in nature to the contractor. (See DFARS 252.227-7017 as incorporated by reference in Section I of this solicitation.) The information listed below shall also be included in the Management Volume but shall be submitted as Microsoft Word Documents. *(No Cost Data will be included in the Management Volume).*

(b) Past Performance Proposals shall consist of two sets for each one of the points of contacts/reference and each questionnaire shall not exceed two (2) pages per reference. All information shall be submitted in Microsoft Word Documents. *(No Cost Data will be included in the Past Performance Volume.) (See Section 2.0 for Past Performance Format)*

(c) Cost Proposals – all spreadsheet information shall be submitted in Microsoft Excel and all supporting rationale shall be submitted in Microsoft Word. *(Cost Data will only appear in Volumes III and IV.) Spreadsheet submitted in any other format will be determined to be non-responsive.*

(d) Number of Copies Needed and Set-Up of Volumes:

<u>Volume #</u>	<u># of Copies</u>	<u>Title of Volume</u>
I	6	MANAGEMENT PROPOSAL
II	6	PAST PERFORMANCE PROPOSAL
III	5	COST PROPOSAL (One copy for DCAA)
IV	2	Signed RFP, including completed Section B, H & K, cover letter with terms and conditions, if any,



and CD ROMs

Text Documents: Microsoft Word 2002 or below (Font Size: 12)

Spreadsheets: Microsoft Excel 2002 or below (Font Size: Legible)

*(Note: All spreadsheets shall include calculation functionality. Failure to provide calculation functionality in the proposal will be considered non-responsive.)*

**L.12 EVALUATION FACTORS AND SUBFACTORS**

Factor	Sub-Factor	Description of Factor
1.0		<b>MANAGEMENT</b>
	1.1	FILL RATE (RECRUITMENT/DEPLOYMENT/RETENTION/TIMELINES)
	1.2	EXPERIENCE
	1.3	SUSTAINMENT OF LARGE-SCALE PERSONNEL DEPLOYMENTS
	1.4	STAFFING PLAN FOR PROGRAM MANAGEMENT (KEY and NON KEY PERSONNEL)
	1.5	TRANSITION PLAN
	1.6	SMALL BUSINESS PARTICIPATION
2.0		<b>PAST PERFORMANCE</b>
3.0		<b>COST</b>

For the purposes of proposal submission in response to the following instructions, proposals shall address factors and subfactors with respect to satisfying the **Task Order 1** Linguist Requirements as specified in **Attachment 6** of this RFP.

<b>FACTOR 1.0 MANAGEMENT</b>
----------------------------------

<b>SUBFACTOR 1.1 FILL RATE (RECRUITMENT/DEPLOYMENT/RETENTION/TIMELINESS)</b>
--

For the purposes of proposal submission in response to the following instructions, Offeror proposals shall address Fill Rate with respect to satisfying the **Task Order 1** Linguist Requirements as specified in **Attachment 6** of this RFP. The Fill Rate Sub factor will assess the proposal risk probability that, based on the Offeror's proposed approach to recruiting, hiring and retaining personnel to (a) generally perform the IDIQ Scope of Work and (b) specifically perform Task Order 1 of this RFP, the Offeror will have available the required (Quantity and skill type) of CAT I, CAT II and CAT III linguists to successfully and timely perform the scope of work of Task Order 1. Proposals will, in particular, be considered progressively more

advantageous the greater the extent to which they reflect, in support of performance of the Task Order 1, specific and credible identification of qualified, and appropriately compensated, CAT II and CAT III personnel who are committed to timely availability in theater at the commencement of the Task Order 1 basic performance period.

The Offeror shall identify the number of Full Time Equivalent (FTE) Linguists proposed to satisfy the positional assignments specified in Exhibits 1 of Task Order 1, to perform the 10 months of post-transition Task Order effort. For the purposes of proposal preparation, the Offeror shall assume that an FTE year will consist of a total of 3744 total productive hours (12 hours a day; 6 days a week; 52 weeks a year).

The above assessment will also include an evaluation of the proposal risk probability. The Offeror will meet IDIQ Contract and Task Order 1 requirements as follows:

#### L.1.1 Recruitment and Staffing/Retention

The Offeror's proposal for Recruitment and Staffing/Retention of Personnel shall include the following:

##### L.1.1.1 Task Order 1 Recruitment Methods

L.1.1.2 Recruitment Plan to identify candidate employees to satisfy the skill and security levels specified in PBWS paragraphs C.1.4.2.3 (general skills) and C.1.4.1.2 (CATs II, and III) and C.1.6 Security Requirements. Include discussions of any non-standard recruiting techniques or plans to explore non-traditional recruitment areas/pools.

L.1.1.3 The Offerors approach shall include detailed planning to ensure the availability in country of CAT II and CAT III linguists, (to satisfy the skill levels specified in PBWS paragraphs C.1.4.2.3 (general skills), C.1.4.1.2 (CATs II, and III) C.1.6 (Security Requirements) in the quantities and timeframes specified in Attachment 6 of this RFP. This may include a description of general recruiting hiring and employee retention plans, locating candidate linguists, two-month transition plan fill-rate, general planning for staffing of Task Order 1 or optimally, identification of specific CAT II and CAT III candidate linguists along with security clearance status (contractor screened; initial Government Screening; Formal Screening) the estimated time frame and evidence of individual linguist availability.

L.1.1.3.1 A description of the total compensation packages for CAT II and CAT III Linguists as reflected in the Offerors Cost Proposal, and a complete marketplace analysis which credibly substantiates that sufficient quantities of linguists will be hired given the total compensation packages proposed by the Offeror. Total compensation includes, but may not be limited to, direct wages; indirect benefits; level of DBA coverage; Hazard Pay; theater differentials; Housing allowances and arrangements; Holiday and Sick Leave time; Overtime; Theater Workplace Security; Holiday Travel expense coverage; Morale, Welfare and Recreation; or any other form of compensation (monetary or otherwise) proposed to attract, hire and retain qualified

employees who meet contract requirements. The Offeror's proposal must include a crosswalk of (a) all compensation items listed in this portion of the Management Factor proposal, back to (b) the Offeror's Cost Factor proposal.

A description of Offeror policies or plans for longer term retention of qualified employees.

L.1.1.4 Plans and approach to identify candidate employees to satisfy the skill levels specified in PBWS paragraph C.1.4.1.2 (CAT I) in the Areas of Operation and otherwise satisfy the requirements of Task Order PBWS paragraph C.1.4.2 "Recruitment".

L.1.1.5 Plans to test linguists and interpreters for proficiency in English and in the languages specified in Attachment 6, Exhibit 1 chart and to include the skills as identified in PWBS paragraphs C.1.4.2.3 and C.1.4.1.2. Also, describe how proficiency test results will be equated to the Interagency Language Roundtable Language Skill Level Description (ILRT) (as defined in H.19).

<p style="text-align: center;"><b>SUBFACTOR 1.2</b> <b>EXPERIENCE</b></p>
---

L.1.2.1 The Offeror shall identify its (and any significant subcontractors – performing more than 5% of Task Order 1 value) Service Contract experience, in the form specified in L.1.2.2. The Experience Sub-Factor will assess the proposal risk probability that the prime Offeror, and any proposed subcontractors will, based upon the extent of recent experience, successfully perform Task Order 1 of this RFP (Attachment 6 and Exhibits) in particular. Proposals will be evaluated as more advantageous the greater the extent to which recent experience reflects the following scope of work requirements:

(1) The Offeror's corporate experience in sustainment of OCONUS large-scale deployments.

(2) Experience reflects the following scope of work requirements:

- a. Interpreters/Translators speaking Task Order 1 specified languages
- b. Interpreters/Translators speaking Kurdish, Turkish, Persian/Farsi, Turkomen, and Somali
- c. Recruiting, Hiring and Retaining quantities of interpreter and translator personnel similar to Task Order 1
- d. Recruiting, Hiring and Retaining personnel to perform in Southwest Asia, and particularly Iraq
- e. Managing personnel in a Contingency Operation Environment similar to Task Order 1.

L.1.2.2 If you have limited experience regarding some or all of above, but have key personnel who will be playing a significant role in this effort who do have experience, we may consider this experience in our evaluation. In order for us to consider such experience, please identify these personnel and describe their roles and responsibilities for their previous employer, and their roles and responsibilities as planned for the current requirement. Also provide the

following information for those contracts that these key personnel were involved in with those previous employers:

- (a) Contract Number
- (b) Contract type
- (c) Government or commercial contracting activity address, telephone number, and E-mail address
- (d) Procuring Contracting Officer's (PCO's), name, telephone number and E-mail address
- (e) Government or commercial contracting activity technical representative, or COR, telephone number and E-mail address
- (f) Government or commercial contracting activity, and the name and telephone number of the Administrative Contracting Officer
- (g) Description of (1) the scope of work requirements; (2) a discussion of similarities between the contract scope and the scope of this RFP; and (3) the specific role and contributions of the Key Employee in performing under this contract.

<p style="text-align: center;"><b>SUBFACTOR 1.3</b> <b>SUSTAINMENT OF LARGE-SCALE PERSONNEL DEPLOYMENTS</b></p>
---

For the purposes of proposal submission in response to the following instructions, Offeror proposals shall address Sustainment of Large Scale Personnel Deployments with respect to satisfying the Task Order 1 Requirements as specified in Attachment 6 of this RFP. The Sustainment of Large Scale Personnel Deployments Subfactor will assess the proposal risk probability that, based on the Offeror's approach and capability to Sustain Large Scale Personnel Deployments, including (1) Human Resources support, (2) Quality Control, (3) Security, (4) Property Control, and (5) Management Tools to be employed in managing the contract, the Offeror has the deployment support capability network necessary to successfully and timely perform the scope of work of Task Order 1. The above assessment will also include an evaluation of the proposal risk probability the Offeror will meet Task Order 1 requirements as follows:

1. Human Resources support (to include tracking and reporting of linguist status throughout the recruitment screening and deployment process.)
2. Quality Control to include a proposed timeline and milestones of deployment steps with the recognition of possible bottlenecks, contingency plans, processing of security clearances, and other factors that would affect timely delivery of linguist services to deployed commanders. The Offeror shall discuss deploying a large number of individuals overseas into combat environments and other remote locations, to include the procedures required by the Government, as well as procedures the Offeror would establish.

3. Security approach to Offerors in country facilities, security issues with day to day management operations, and security associated with payroll/disbursement processing in a contingency environment.
4. Property Control to include tracking of Government Furnished Equipment, tracking and care of facilities.
5. The management tools to be employed in managing a task of the size and complexity of the Task Order 1 Requirements included in this RFP.

<p style="text-align: center;"><b>SUBFACTOR 1.4</b> <b>STAFFING PLAN FOR PROGRAM MANAGEMENT</b> <b>(KEY AND NON KEY PERSONNEL)</b></p>
--

For the purposes of proposal submission in response to the following instructions, Offeror proposals shall address Staffing Plan for Program Management (Key and Non-Key Personnel) with respect to satisfying the Task Order 1 Requirements as specified in Attachment 6 of this RFP. For this subfactor, the Offeror shall provide: (a) A Staffing Plan for program management; (b) Resumes of Key Personnel; and (c) a Plan for Continuity. This information shall include the following information:

(a) Staffing Plan:

1. The roles and duties of each proposed program management position to perform all requirements as identified in the PBWS based on the "TS as stated in Attachment 5. (a) to include knowledge of the Army Supply System and the creation of Department of Defense Activity Address Code (DODAAC) accounts. (*Note: Program management functions shall include at least those positions listed in paragraph (b) below. Additionally, the Offeror shall also propose other key and non-key program management functions as deemed necessary by the Offeror.*)

2. A breakout of all (key and non-key) management personnel by individual positions and total number of hours by position. (All key personnel shall be identified by name and by position.)

(*Note: No cost data shall be included in this section.*)

(b) Resumes of Key Personnel: Offerors shall provide resumes for those individuals whose positions are considered by the Offeror to be key to the success of the program. At time of award, supervisory managers must hold a security clearance at least as high as that of the personnel they manage. The Offeror will discuss the rationale behind the selection of those positions as "key". Resumes shall include appropriate experience, availability and adequacy of clearance levels for key personnel. At a minimum, these labor categories shall include the following key personnel (or their equivalents):

1. Program Manager
2. Deputy or Alternate Program Manager
3. Iraq Site Manager
4. Director of Recruitment Operations
5. Language Testers in Specified Contract Required Languages (SCRL) (Arabic Persian/Farsi etc)
6. Security Manager
7. Logistics Manager(s) (with in-depth knowledge of army Supply System and Creating DODAAC accounts)

(c) Plan for Continuity: Offeror shall submit a plan for continuity of support during the absence of key personnel.

(d) Letter of Commitment: Offeror shall submit letters of commitment for all key personnel that express both availability by date and intent to perform under this contract.

(e) Verification Certification: Offeror shall discuss its approach for verifying, certifying a job applicant asserted background, knowledge and experience.

<p style="text-align: center;"><b>SUBFACTOR 1.5</b> <b>TRANSITION PLAN</b></p>
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For the purposes of proposal submission in response to the following instructions, Offeror proposals shall address Sustainment of Large Scale Personnel Deployments with respect to satisfying the Transition Requirements as specified in Attachment 6 of this RFP. The Offeror's Transition Plan proposal shall include the following:

L.1.5.1 A Time Phased Critical Path detailing all major or key events occurring during the 60 day Transition period from the point of Contract Award to completion of the transition period and commencement of full performance of Task Order 1. This detail shall include but not be limited to transference of personnel, corresponding clearances, bottlenecks, and other events.

L.1.5.2 The Offeror's proposed approach during Phase-In to transition Government Furnished Equipment (GFE) from the prior contract to the new contract, and proposed methods to be established for tracking of GFE throughout contract performance.

L.1.5.3 A timeline for the planned availability of all Program Management personnel (Key and non-key) to support timely and successful transition to full performance within 60 days after Task Order 1 award.

<p style="text-align: center;"><b>SUBFACTOR 1.6</b> <b>SMALL BUSINESS PARTICIPATION</b></p>
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For the purposes of proposal submission in response to the following instructions, Offeror proposals shall address Small Business Participation with respect to performance of the Task Order 1 Requirements as specified in Attachment 6 of this RFP.

As specified below, Offerors must propose a small business subcontracting goal percentage based on the total proposed value of Task Order 1. The percentage shall be no lower than 25%; however Offerors will receive an evaluation preference of a higher adjectival rating for exceeding this percentage. (See Section M Subfactor 1.6 for specifics.) Offerors must subcontract at a minimum 5% each to Small Disadvantaged Businesses and Woman-Owned Businesses. Offerors must subcontract at a minimum 3% to Hub Zone Businesses and Service-Disabled Veteran Owned.

All Offerors are to identify the extent to which U.S. small business concerns will participate in the performance of Task Order 1. U.S. small business concerns are defined (1) in FAR 19.001 and (2) by the criteria and size standards in FAR 19.102 for the applicable North American Industry Classification System code. U.S. Small Business concerns include small businesses (SBs), small disadvantaged businesses (SDBs), HUBZone small businesses (HUBZone SBs), woman-owned small businesses (WOSBs), veteran-owned/service-disabled veteran-owned small businesses (VOSBs) and historically black colleges/universities and minority institutions (HBCU/MIs).

Small Business Participation for Task Order 1 shall be identified in a table format substantially as follows: (THE BELOW TABLE IS A SAMPLE ONLY. THE NUMBERS DO NOT REPRESENT ANY VALUES FOR THIS CONTRACT).

BUSINESS CATEGORY	*TO 1 Dollar Amount	% of SB Participation
Task Order Value	\$43M	100%
SB	\$10M	23.25% (\$10M of \$43M)
SDB	\$2.15M	5.00% (\$2.15M of \$43M)
WOSB	\$2.36M	5.50% (\$2.36M of \$43M)
VOSB	\$0.3M	0.69% (\$0.3M of \$43M)
HUBZone SB	\$1.0M	.32% (\$1.0M of \$43M)
HBCU/MI	\$0.15M	\$0.15M

\*Interdivisional transfers are considered subcontracts; includes 1st tier Subcontracts and Prime Offeror participation if the prime is a U.S. small business concern.

All Offerors are to provide the names of small business concerns who would participate in the proposed task order; the small business classification of each small business concern (i.e. SB, SDB, WOSB, VOSB, HUBZone SB, and/or HBCU/MI); a short description of the specific service or supply to be provided by each small business concern; and the estimated total dollars for each service. This data shall be provided in a table format substantially as follows: (THE BELOW TABLE IS A SAMPLE ONLY. THE NUMBERS DO NOT REPRESENT ANY VALUES FOR THIS CONTRACT).

Name SB	SB Classification	Service/Product	Total Dollars
ABC Co.	SB	Linguists	\$10M
DEF Inc.	SDB	Security in Iraq	\$20M
GHI Inc. (Prime)	SB & WOSB	Linguists	\$40M

Offerors shall also provide a description of their performance in complying with the requirements of FAR 52.219-9, including documentation of their accomplishment of the goals established under Subcontracting Plans of prior contracts. This data shall include contracts performed over the last three (3) calendar years. Firms which have never held a contract incorporating FAR 52.219-9 shall so state.

The Offeror's proposal shall support the proposed percentages by including the following information:

- (a) Methodology to meet and maintain the proposed percentages;
- (b) Rationale for selection of U.S. small businesses; and
- (c) Description of the logic used in determining what work will be subcontracted to U.S. small businesses.

Note 1:

*The information requested for Subfactor 1.6 above is separate from the information that is required for the Offeror's Small Business Subcontracting Plan as shown in Section M-3 of the RFP, which addresses the entire contract value. All proposed small business contracting shall be trackable to the Offerors cost proposal. Offerors shall prepare their Small Business Subcontracting Plan in accordance with the Army Federal Acquisition Regulation Supplement (AFARS) specifically Sections 5119.705-4(d), Subpart 5119.708(b)(1), and AFARS Appendix DD located at:*

<https://webportal.saalt.army.mil/saalt-zp/procurement/afars.doc>



The Offeror's Small Business Subcontracting plan must be consistent with the information submitted for Evaluation Factor 1.6.

<p><b>FACTOR 2.0</b> <b>PAST PERFORMANCE</b></p>
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**L.2.0 Introduction to Past Performance**

The Offeror shall provide past performance information that demonstrates the Offeror's ability to perform the proposed effort successfully. This information shall be:

(a) current and relevant (data shall be based on performances within the last three (3) years)

Note: Relevant for this purpose is determined as management services for the providing of translation and interpretation linguistic capabilities.

(b) provided by a relevant source; and

(c) data that allows for an appropriate analysis.

The above information shall be submitted based on references. The reference list shall be limited to no more than three (3) references for the prime and no more than three (3) references each, for each significant subcontractor. *(For purposes of this competition, all subcontract proposals valued at 10% of the total proposed cost to perform the Task Order 1 Linguist Requirements as specified in Attachment 6 of this RFP, or more shall be considered significant subcontractors.)*

**L.2.1 Past Performance**

Offerors are requested to submit the Past Performance information required below, 15 days prior to the formal RFP closing date specified in Block 8 of Page 1. The basic information submitted may be supplemented up until the closing date of the RFP or any extension of that date. While compliance with this request is not mandatory, it will help the Government expedite the evaluation process once offers have been received. If the Offeror plans to submit an offer but cannot comply with this request, please notify the Linguist team by e-mail at LINGUIST05@inscom.army.mil

Additionally, for each Recent and Relevant contract identified by the Offeror hereunder, issue a past performance questionnaire (Attachment 7) The Offeror shall see requesting early submission of certain Past Performance information as described in paragraph above.

**L.2.2** Provide information for your recent, relevant contracts, and those of your proposed significant subcontractors, including Federal, State, and Local government and private industry contracts. Significant subcontractors are subcontractors, whose total work contributions exceed 10% of the total proposed price. Recent contracts are those with any performance that has taken place approximately within the three (3) years prior to the date this solicitation was issued.

For the purpose of evaluation of past performance factor, relevant contracts are those that are similar in scope to Task Order 1 (Attachment 6) included in this solicitation. This reference must be to a specific order or contract. Highly relevant contracts will tend to include each of the following:

- (a) Interpreters and Translators speaking the required (SCRL).
- (b) Recruiting, Hiring and Retaining of quantities of personnel similar to Task Order 1.
- (c) Managing personnel in a Contingency Operation Environment similar to Task Order 1.

*When addressing performance risk, the Government will focus its inquiry on the Offeror's and significant subcontractors' record of performance as related to contract requirements and objectives including (1) Performance, (2) Schedule, (3) Cost, and (4) Customer Satisfaction.*

L.2.2.1 For each of your recent, relevant past contracts, you should provide the following information. It is important to provide complete information.

- (a) Contract Number
- (b) Contract Type.
- (c) Award Price.
- (d) Production Quantities and rate of production.
- (e) Overall dates of contract performance.
- (f) Identification of Customer.
- (g) Final, or projected final, Price.
- (h) Original contract delivery schedule requirements.
- (i) Identify your (and any partners or significant subcontractors) CAGE and DUNS number.
- (j) Government or commercial contracting activities address, e- mail address, telephone number and point of contact information (for Government contracts include the Contracting Officer (PCO) and Administrative Contracting Officer (ACO) information).
- (k) Identify in specific detail why or how you consider the historical contract effort to be relevant or similar to the requirements of this solicitation. Provide a description of the scope of work requirements and a discussion of similarities between the contract scope you are reporting and the scope of this solicitation, to include each of the following:

Interpreters and Translators speaking the required Task Order 1 SCRL.  
Interpreters/Translators speaking Kurdish, Turkish, Persian/Farsi, Turkomen, and Somali.

Recruiting, Hiring and Retaining quantities of personnel similar to Task Order 1.  
Recruiting, Hiring and Retaining of personnel to perform at Iraq as identified in Task Order 1.

(l) For any reported contracts that did not or do not meet the original contract requirements with regard to cost, schedule or technical performance, provide a detailed explanation of the reasons for such shortcomings and any corrective actions taken to fix the problem and avoid reoccurrence.

(m) Provide a brief narrative explanation that describes the objectives achieved to date on each contract. This includes the extent to which contract technical and schedule requirements have been met. If it is a U.S. Government contract, the Offeror shall also provide a copy of any Cure Notices or Show Cause Letters received on each contract listed and a description of any corrective action taken by the Offeror.

L.2.2.2 Cancellations or Terminations: Identify any recent contracts (in the last 3 years) which have been terminated or cancelled for any reason, in whole or in part, to include those currently in the process of termination. Include prime contracts, contracts under which you were a subcontractor and any of your major subcontractors' contracts. Provide the information requested above for any of these contracts. If there were no terminations or cancellations, please state that. The contractor shall list each time the delivery schedule was revised and provide an explanation of why the revision was necessary.

L.2.2.3 Corporate Entities: If any contract was performed by a corporate entity or division other than the corporate entity or division that would perform the work under this solicitation, please identify them and indicate to what extent those entities will perform work under this effort. If they have relocated or changed ownership since performance of the listed efforts, please describe any changes in terms of personnel, facilities or equipment, from those expected to perform this effort.

L.2.2.4 Predecessor Company: Likewise, if you or a significant subcontractor only have relevant and recent performance history as part of a predecessor company, we may consider that past performance in our evaluation of performance risk. Please provide the information identified in L.2.2.2 above and the Paragraphs addressing "Cancellations or Terminations" and "Corporate Entities", for those recent, relevant contracts of that predecessor company. We may use data you provide and data we gather independently from other sources to evaluate past performance. Since we may not interview all the sources you provide, it is incumbent upon you to explain all the data you provide. We do not assume the duty to search for data to cure problems we find in proposals. The burden of providing thorough and complete past performance information remains with the Offeror. We may assign a higher risk rating to your proposal, or reject your proposal if it does not contain the information requested.

L.2.2.5 Contacting References: Offerors are advised that the Government may contact any of the references that the Offeror provides and third parties for performance information, and that the Government reserves the right to use any information received as part of its evaluation. Offerors

shall include in their proposal the written consent of their proposed subcontractors to allow the Government to discuss the subcontractor's past performance during negotiations.

L.2.2.6 Thorough and Complete Information: The Government does not assume the duty to search for data to cure problems we find in proposals. The burden of providing thorough and complete past performance information remains with you. We may assign a "higher risk" rating to your proposal, or reject your proposal if we do not receive the information requested.

L.2.2.7 Questionnaires: A past performance questionnaire is provided as an attachment to this solicitation titled "Past Performance Questionnaire" for your use in sending to your customers. For the contracts described in L.2.2, the Offeror shall send a copy of the past performance questionnaire directly to (a) the federal, state and local government agency, and (b) the commercial private industry customers which had past performance working with them on similar/relevant requirements. Immediately upon receipt of the solicitation and based on identification of your most recent and relevant customers, the Offeror shall send the questionnaire to the appropriate Contracting Officer's Representative (COR) and Procuring Contracting Officer (PCO), or other appropriate technical and contracting individuals. The Offeror shall request that these individuals complete the questionnaire and forward it directly to the Government at [LINGUIST05@inscom.army.mil](mailto:LINGUIST05@inscom.army.mil) no later than five (5) days before the solicitation closing date (See Block #9 of the SF 33 cover page to this solicitation). In addition, the Offeror is requested to prepare and submit to the Contract Specialist (within ten (10) days of posting of the final RFP) a list of the references to which the past performance questionnaire was sent. The reference list must be sent to the Linguist Team via email at [LINGUIST05@inscom.army.mil](mailto:LINGUIST05@inscom.army.mil) and shall contain the following information prepared in the following format:

- (1) Contract Number / Delivery Order
- (2) Contract / Delivery Order Type
- (3) Program Title
- (4) P / S (Enter "P" if performed as a prime contractor or "S" if performed as a subcontractor)
- (5) Customer point-of-contact with telephone number and e-mail address
- (6) Date questionnaire was sent to the customer

For each reference the Offeror shall submit a completed Past Performance Questionnaire (as shown below). The Offeror shall complete Part I and then forward this questionnaire to each point of contact (POC). Upon the completion of Part II, the Offeror's POC may submit this form directly to USAINSCOM at the email address: [LINGUIST05@inscom.army.mil](mailto:LINGUIST05@inscom.army.mil) or the Offeror's POC can return this form to the Offeror (with an original signature) so that the Offeror can incorporate the questionnaire into the Offeror's proposal. Additionally, the Offeror should also address each of the questions contained in Part II based on his/her perspective so that the Government has both parties' viewpoints. Past Performance questionnaires are not subject to the late bid and proposal provision of this solicitation.

#### **PAST PERFORMANCE QUESTIONNAIRE**

**IN RESPONSE TO USAINSCOM LINGUIST RFP W911W-05-R-0001**

**Please see Attachment # 7 for Past Performance Questionnaire**

<p><b>FACTOR 3.0</b> <b>COST</b></p>
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1. The Government anticipates award of this procurement without discussions with offerors, but reserves the right to do so if deemed necessary (see FAR 52.215-1). Efforts by the Government to clarify and load electronic proposal submissions will not be considered discussions.

2. All offerors including Primes/Interdivisional Transfers/Subcontractors/or Team Players shall submit the appropriate number of cost proposals (inclusive of soft copies) in accordance with the instructions as provided in Section L-11.4 of the RFP. All Offerors shall provide adequate cost/price information for Task Order 1 (transition period plus 4 months of linguist effort), and Task Orders or Options 2 and 3. Offerors shall assume the same environmental conditions exist for pricing out Task Orders or Options 2 and 3 as those that exist in pricing out Task Order 1. In proposing costs associated with Task Orders or Options 4, 5, and 6, the Offerors shall apply the escalation rates provided in Figure 16 below to the costs proposed in Task Order or Option 3. The Offeror's proposed costs shall be subject to evaluation for realism, reasonableness, and completeness of the proposed cost of the contract. Cost Realism in accordance with FAR 15.404-1(d)) is defined as:

“... the process of independently reviewing and evaluating specific elements of each Offeror's proposed cost estimate to determine whether the estimated proposed cost elements are realistic for the work to be performed; reflect a clear understanding of the requirements; and are consistent with the unique methods of performance and materials described in the Offeror's management proposal.”

The Government shall evaluate the cost reasonableness of the offeror's proposed cost and fee in accordance with the definition in FAR 31.201-3. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person in the conduct of competitive business.

3. No advantage will accrue to an Offeror who proposes to perform work for an unrealistically low cost/price. Offerors are cautioned against submitting unrealistically low estimates as that may be grounds for eliminating a proposal from competition on the basis that the Offeror does not understand the requirement or the Offeror has submitted an unrealistic proposal. The burden of demonstrating cost credibility lies with the Offeror. Offerors shall not include any cost data in the management or the past performance proposals.

4. The prime Offerors are responsible for ensuring that the subcontractors, interdivisional, or team members adhere to the same level of cost detail as requested within this section for all cost proposals having a value of \$1M or higher. It is preferred that all subcontractor or team member proposals be forwarded with the prime's cost proposal, however if the subcontractor or team member proposal includes proprietary data, these proposals may be forwarded under separate cover directly to the Government to avoid providing pricing information to the prime contractor. However, it is the prime contractor's responsibility to ensure that all subcontractor interdivisional, or team member proposals are complete, and delivered prior to the required closing date for submittal of the proposal. The offerors shall also provide a copy of the Cost Volume to their cognizant DCAA office.

5. Offerors MUST provide the following information on the first page of their pricing proposal:

Solicitation Number;

Name and address of offeror;

Name and telephone number of point of contact;

Name of contract administration office (if available);

Name and address of cognizant DCAA office, phone number, fax number, and point of contact;

Proposed cost; base fee (1.5%); award fee (6%); and total;

Date of submission; and

Name, title and signature of your authorized representative.

6. The Offeror (inclusive of all subcontractors, interdivisional, or team members) shall submit all proposed costs utilizing the spreadsheet formats (or something similar) as shown in Figures 1-12 below. These spreadsheets must be prepared in Microsoft Excel. Offerors shall not remove the calculation functionality of the Excel spreadsheets. In addition, the Offeror (inclusive of all subcontractors, interdivisional, or team members) shall submit all proposed costs in their traditional estimating system format. The Offerors shall provide a table which crosswalks the information proposed using the Offerors traditional estimating format to the information provided in Figures 1-12 below. The Offeror shall also submit systems status as required by Figure 14 below. This system status can be submitted as a Microsoft Word document. The Offeror shall also submit a table in Microsoft Word that crosswalks the various requirements listed in Figure 15 below to the supporting section of the cost proposal.

Figure 1 – Summary

Direct Labor Categories	Task 1 (Trans. +)	Task 2 (or Option 1)	Task 3 (or Options 2-5)	Task 4, 5,6 (or Options 6-8)	Total
<b>Management Staff:</b>					
- Program Manager					
- Deputy or Alternate Program Manager					
- Etc.					
- TOTAL MANAGEMENT STAFF					
<b>Linguist Staff:</b>					
- Arabic (AD)					
- Somali (SM)					
- Turkish (TU)					
- ETC.					
- TOTAL LINGUIST STAFF					
TOTAL Direct Labor					
Direct Labor Overhead					
Fringe Benefits (if any)					
Direct Labor Overhead					
TOTAL Fringe and Overhead					
Subcontractor / Interdivisional / Team Players (SITP) Cost					
TOTAL Subcontractor / Interdivisional / Team Players (SITP) Cost					
SITP Material Handling (if applicable)					
ODC Costs					
TOTAL ODC Costs					
G&A Costs					
TOTAL COSTS					
FCCM (if any)					
Base Fee					
Award Fee					

Figure 2 – (Task 1) Transition Efforts (60 days)

Direct Labor Categories (See Note 7 below)	Hourly Rate (Unloaded)	Number of Hours	Total Dollars
<b>Management Staff:</b>			
- Program Manager			
- Deputy or Alternate Program Manager			
- Etc.			
- TOTAL MANAGEMENT STAFF			
<b>Linguist Staff:</b>			
- Arabic (AD)			
- Somali (SM)			
- Turkish (TU)			
- ETC.			
- TOTAL LINGUIST STAFF			
TOTAL Direct Labor			
	Cost Base	Rate	Total
Direct Labor Overhead			
Fringe Benefits (if any)			
Direct Labor Overhead			
TOTAL Fringe and Overhead			
Subcontractor / Interdivisional / Team Players (SITP) Cost (See Note 7)			
TOTAL Subcontractor / Interdivisional / Team Players (SITP) Cost			
	Cost Base	Rate	Total
SITP Material Handling (if applicable)			
ODC Costs (Note 7)			
TOTAL ODC Costs			
	Cost Base	Rate	Total
G&A Costs			
TOTAL COSTS			
	Cost Base	Rate	Total
FCCM (if any)			
Base Fee			
Award Fee			
TOTAL FEE			
TOTAL COST PLUS FEE			



Figure 3 – (Task 1) Post Transition Effort (4 Months Linguist / Management)

Direct Labor Categories (See Note 7 below)	Hourly Rate (Unloaded)	Number of Hours	Total Dollars
<b>Management Staff:</b>			
- Program Manager			
- Deputy or Alternate Program Manager			
- Etc.			
- TOTAL MANAGEMENT STAFF			
<b>Linguist Staff:</b>			
- Arabic (AD)			
- Somali (SM)			
- Turkish (TU)			
- ETC.			
- TOTAL LINGUIST STAFF			
TOTAL Direct Labor			
	Cost Base	Rate	Total
Direct Labor Overhead			
Fringe Benefits (if any)			
Direct Labor Overhead			
TOTAL Fringe and Overhead			
Subcontractor / Interdivisional / Team Players (SITP) Cost (See Note 7 below)			
TOTAL Subcontractor / Interdivisional / Team Players (SITP) Cost			
	Cost Base	Rate	Total
SITP Material Handling (if applicable)			
ODC Costs (Note 7 below)			
TOTAL ODC Costs			
	Cost Base	Rate	Total
G&A Costs			
TOTAL COSTS			
	Cost Base	Rate	Total
FCCM (if any)			
Base Fee			
Award Fee			
TOTAL FEE			
TOTAL COST PLUS FEE			

Figure 4 – (Task 2) – Quarter 1 (3 Months Linguist / Management Effort)

Direct Labor Categories (See Note 7 below)	Hourly Rate (Unloaded)	Number of Hours	Total Dollars
<b>Management Staff:</b>			
- Program Manager			
- Deputy or Alternate Program Manager			
- Etc.			
- TOTAL MANAGEMENT STAFF			
<b>Linguist Staff:</b>			
- Arabic (AD)			
- Somali (SM)			
- Turkish (TU)			
- ETC.			
- TOTAL LINGUIST STAFF			
TOTAL Direct Labor			
	Cost Base	Rate	Total
Direct Labor Overhead			
Fringe Benefits (if any)			
Direct Labor Overhead			
TOTAL Fringe and Overhead			
Subcontractor / Interdivisional / Team Players			
TOTAL Subcontractor / Interdivisional / Team Players (SITP) Cost			
	Cost Base	Rate	Total
SITP Material Handling (if applicable)			
ODC Costs (Note 7 below)			
TOTAL ODC Costs			
	Cost Base	Rate	Total
G&A Costs			
TOTAL COSTS			
	Cost Base	Rate	Total
FCCM (if any)			
Base Fee			
Award Fee			
TOTAL FEE			
TOTAL COST PLUS FEE			

Figure 5 – (Task 2) – Quarter 2 (3 Months Linguist / Management Effort)

Direct Labor Categories (See Note 7 below)	Hourly Rate (Unloaded)	Number of Hours	Total Dollars
<b>Management Staff:</b>			
- Program Manager			
- Deputy or Alternate Program Manager			
- Etc.			
- TOTAL MANAGEMENT STAFF			
<b>Linguist Staff:</b>			
- Arabic (AD)			
- Somali (SM)			
- Turkish (TU)			
- ETC.			
- TOTAL LINGUIST STAFF			
TOTAL Direct Labor			
	Cost Base	Rate	Total
Direct Labor Overhead			
Fringe Benefits (if any)			
Direct Labor Overhead			
TOTAL Fringe and Overhead			
Subcontractor / Interdivisional / Team Players			
TOTAL Subcontractor / Interdivisional / Team Players (SITP) Cost			
	Cost Base	Rate	Total
SITP Material Handling (if applicable)			
ODC Costs (Note 7 below)			
TOTAL ODC Costs			
	Cost Base	Rate	Total
G&A Costs			
TOTAL COSTS			
	Cost Base	Rate	Total
FCCM (if any)			
Base Fee			
Award Fee			
TOTAL FEE			
TOTAL COST PLUS FEE			

Figure 6– (Task 3) – Quarter 1 – (3 Months Linguist / Management Effort)

Direct Labor Categories (See Note 7 below)	Hourly Rate (Unloaded)	Number of Hours	Total Dollars
<b>Management Staff:</b>			
- Program Manager			
- Deputy or Alternate Program Manager			
- Etc.			
- TOTAL MANAGEMENT STAFF			
<b>Linguist Staff:</b>			
- Arabic (AD)			
- Somali (SM)			
- Turkish (TU)			
- ETC.			
- TOTAL LINGUIST STAFF			
TOTAL Direct Labor			
	Cost Base	Rate	Total
Direct Labor Overhead			
Fringe Benefits (if any)			
Direct Labor Overhead			
TOTAL Fringe and Overhead			
Subcontractor / Interdivisional / Team Players			
TOTAL Subcontractor / Interdivisional / Team Players (SITP) Cost			
	Cost Base	Rate	Total
SITP Material Handling (if applicable)			
ODC Costs (Note 7 below)			
TOTAL ODC Costs			
	Cost Base	Rate	Total
G&A Costs			
TOTAL COSTS			
	Cost Base	Rate	Total
FCCM (if any)			
Base Fee			
Award Fee			
TOTAL FEE			
TOTAL COST PLUS FEE			

Figure 7– (Task 3) – Quarter 2 – (3 Months Linguist / Management Effort)

Direct Labor Categories (See Note 7 below)	Hourly Rate (Unloaded)	Number of Hours	Total Dollars
<b>Management Staff:</b>			
- Program Manager			
- Deputy or Alternate Program Manager			
- Etc.			
- TOTAL MANAGEMENT STAFF			
<b>Linguist Staff:</b>			
- Arabic (AD)			
- Somali (SM)			
- Turkish (TU)			
- ETC.			
- TOTAL LINGUIST STAFF			
TOTAL Direct Labor			
	Cost Base	Rate	Total
Direct Labor Overhead			
Fringe Benefits (if any)			
Direct Labor Overhead			
TOTAL Fringe and Overhead			
Subcontractor / Interdivisional / Team Players			
TOTAL Subcontractor / Interdivisional / Team Players (SITP) Cost			
	Cost Base	Rate	Total
SITP Material Handling (if applicable)			
ODC Costs (Note 7 below)			
TOTAL ODC Costs			
	Cost Base	Rate	Total
G&A Costs			
TOTAL COSTS			
	Cost Base	Rate	Total
FCCM (if any)			
Base Fee			
Award Fee			
TOTAL FEE			
TOTAL COST PLUS FEE			

Figure 8– (Task 3) – Quarter 3 – (3 Months Linguist / Management Effort)

Direct Labor Categories (See Note 7 below)	Hourly Rate (Unloaded)	Number of Hours	Total Dollars
<b>Management Staff:</b>			
- Program Manager			
- Deputy or Alternate Program Manager			
- Etc.			
- TOTAL MANAGEMENT STAFF			
<b>Linguist Staff:</b>			
- Arabic (AD)			
- Somali (SM)			
- Turkish (TU)			
- ETC.			
- TOTAL LINGUIST STAFF			
TOTAL Direct Labor			
	Cost Base	Rate	Total
Direct Labor Overhead			
Fringe Benefits (if any)			
Direct Labor Overhead			
TOTAL Fringe and Overhead			
Subcontractor / Interdivisional / Team Players			
TOTAL Subcontractor / Interdivisional / Team Players (SITP) Cost			
	Cost Base	Rate	Total
SITP Material Handling (if applicable)			
ODC Costs (Note 7 below)			
TOTAL ODC Costs			
	Cost Base	Rate	Total
G&A Costs			
TOTAL COSTS			
	Cost Base	Rate	Total
FCCM (if any)			
Base Fee			
Award Fee			
TOTAL FEE			
TOTAL COST PLUS FEE			

Figure 9– (Task 3) – Quarter 4 – (3 Months Linguist / Management Effort)

Direct Labor Categories (See Note 7 below)	Hourly Rate (Unloaded)	Number of Hours	Total Dollars
<b>Management Staff:</b>			
- Program Manager			
- Deputy or Alternate Program Manager			
- Etc.			
- TOTAL MANAGEMENT STAFF			
<b>Linguist Staff:</b>			
- Arabic (AD)			
- Somali (SM)			
- Turkish (TU)			
- ETC.			
- TOTAL LINGUIST STAFF			
TOTAL Direct Labor			
	Cost Base	Rate	Total
Direct Labor Overhead			
Fringe Benefits (if any)			
Direct Labor Overhead			
TOTAL Fringe and Overhead			
Subcontractor / Interdivisional / Team Players			
TOTAL Subcontractor / Interdivisional / Team Players (SITP) Cost			
	Cost Base	Rate	Total
SITP Material Handling (if applicable)			
ODC Costs (Note 7 below)			
TOTAL ODC Costs			
	Cost Base	Rate	Total
G&A Costs			
TOTAL COSTS			
	Cost Base	Rate	Total
FCCM (if any)			
Base Fee			
Award Fee			
TOTAL FEE			
TOTAL COST PLUS FEE			

Figure 10– (Task 4) – 12 Months Linguist / Management Effort

Direct Labor Categories (See Note 7 below)	Hourly Rate (Unloaded)	Number of Hours	Total Dollars
<b>Management Staff:</b>			
- Program Manager			
- Deputy or Alternate Program Manager			
- Etc.			
- TOTAL MANAGEMENT STAFF			
<b>Linguist Staff:</b>			
- Arabic (AD)			
- Somali (SM)			
- Turkish (TU)			
- ETC.			
- TOTAL LINGUIST STAFF			
TOTAL Direct Labor			
	Cost Base	Rate	Total
Direct Labor Overhead			
Fringe Benefits (if any)			
Direct Labor Overhead			
TOTAL Fringe and Overhead			
Subcontractor / Interdivisional / Team Players			
TOTAL Subcontractor / Interdivisional / Team Players (SITP) Cost			
	Cost Base	Rate	Total
SITP Material Handling (if applicable)			
ODC Costs (Note 7 below)			
TOTAL ODC Costs			
	Cost Base	Rate	Total
G&A Costs			
TOTAL COSTS			
	Cost Base	Rate	Total
FCCM (if any)			
Base Fee			
Award Fee			
TOTAL FEE			
TOTAL COST PLUS FEE			



Figure 11– (Task 5) – 12 Months Linguist / Management Effort

Direct Labor Categories (See Note 7 below)	Hourly Rate (Unloaded)	Number of Hours	Total Dollars
<b>Management Staff:</b>			
- Program Manager			
- Deputy or Alternate Program Manager			
- Etc.			
- TOTAL MANAGEMENT STAFF			
<b>Linguist Staff:</b>			
- Arabic (AD)			
- Somali (SM)			
- Turkish (TU)			
- ETC.			
- TOTAL LINGUIST STAFF			
TOTAL Direct Labor			
	Cost Base	Rate	Total
Direct Labor Overhead			
Fringe Benefits (if any)			
Direct Labor Overhead			
TOTAL Fringe and Overhead			
Subcontractor / Interdivisional / Team Players			
TOTAL Subcontractor / Interdivisional / Team Players (SITP) Cost			
	Cost Base	Rate	Total
SITP Material Handling (if applicable)			
ODC Costs (Note 7 below)			
TOTAL ODC Costs			
	Cost Base	Rate	Total
G&A Costs			
TOTAL COSTS			
	Cost Base	Rate	Total
FCCM (if any)			
Base Fee			
Award Fee			
TOTAL FEE			
TOTAL COST PLUS FEE			

Figure 12– (Task 6) – 12 Months Linguist / Management Effort

Direct Labor Categories (See Note 7 below)	Hourly Rate (Unloaded)	Number of Hours	Total Dollars
<b>Management Staff:</b>			
- Program Manager			
- Deputy or Alternate Program Manager			
- Etc.			
- TOTAL MANAGEMENT STAFF			
<b>Linguist Staff:</b>			
- Arabic (AD)			
- Somali (SM)			
- Turkish (TU)			
- ETC.			
- TOTAL LINGUIST STAFF			
TOTAL Direct Labor			
	Cost Base	Rate	Total
Direct Labor Overhead			
Fringe Benefits (if any)			
Direct Labor Overhead			
TOTAL Fringe and Overhead			
Subcontractor / Interdivisional / Team Players			
TOTAL Subcontractor / Interdivisional / Team Players (SITP) Cost			
	Cost Base	Rate	Total
SITP Material Handling (if applicable)			
ODC Costs (Note 7 below)			
TOTAL ODC Costs			
	Cost Base	Rate	Total
G&A Costs			
TOTAL COSTS			
	Cost Base	Rate	Total
FCCM (if any)			
Base Fee			
Award Fee			
TOTAL FEE			
TOTAL COST PLUS FEE			

7. The Offeror shall include sufficient detail that will enable the Government to perform a cost analysis of all proposed cost as compared to the Offeror's management approach (as shown in proposal Volume I) in order for the Government to determine the need for said costs and the reasonableness of the cost. As such, the offerors shall provide the following information:

a. Direct Labor –

(1) Direct Labor Hours –

Offeror shall propose site management and linguist costs based on a workweek of 12 hours per day 6 days per week. Full Time Equivalent (FTE) is equal to 3,744 man-hours per year and shall be proposed accordingly. As a separate supporting schedule in the cost volume (as identified as Figure 13 below) the Offeror(s) shall submit a person-loading schedule that is a summary of the total proposed hourly requirements by proposed labor category for Task Order 1 and Task Orders or Options 2, 3, 4, 5. These hourly requirements are to include (but separately identify) subcontractor(s), inter-divisional transfer(s), and team member hours. All hours shown in this schedule must agree with those reflected in the cost summaries required (Figures 2 thru 12), and your proposed management approach.

[illegible]

(2) Direct Labor Rates –

The Government requires visibility into the labor / skills mix inherent in the proposal to make a complete evaluation. The Offeror shall include a schedule showing all proposed unburdened labor category rates (including linguist direct labor rates) for all years involved. For linguist CAT I direct labor rates the offeror shall explain the basis for the proposed rates/salaries and provide documentation supporting the realism and reasonableness of the rates. For all other labor categories (Linguist CAT II, III, and key and non-key personnel), if other than standard bidding rates are used (e.g. composite rates or salaries), include a detailed explanation of why they are being used and provide a mapping of the Offeror's standard company labor categories and rates to the proposed labor categories and rates. If standard bidding rates are used, the Offeror should identify the date of the submission and whether a Forward Pricing Rate Agreement was established as a result of the submission. If the Offeror has an approved Forward Pricing Rate Agreement (FPRA), adequate proof of this approval shall be included in the cost proposal. If the offerors fiscal year differs from the contract year the offeror must provide details into the development of all proposed direct labor rates for the Transition and Post Transition periods. If the Offeror chooses to include other expenses as part of the proposed labor rates, or labor cost, the portion of the proposed rate or labor cost that represents such costs shall be separately identified and an explanation of what the estimated cost is based on shall be disclosed.

Contractors shall disclose whether any portions of the direct labor rates are attributable to uncompensated overtime. If so, contractors must clearly demonstrate what effect uncompensated overtime has on the direct labor rate, and must state whether they maintain a total-time accounting system.

Direct Labor escalation factors for Task Order 1 and Task Order or Option 2 and their basis shall be disclosed and a sample calculation provided demonstrating application of the factor to the proposed direct labor rates.

(b) Indirect Rates –

The Offeror shall include a schedule showing all proposed indirect rates and fully explain the base to which each rate is applied. If the offeror fiscal year differs from the contract year, the offeror must provide details into the development of all proposed indirect expense rates by contract year. If standard bidding rates are used, the Offeror should identify the date of the submission. If the Offeror has an approved Forward Pricing Rate Agreement (FPRA), adequate proof of this approval shall be included in the cost proposal. If other than standard bidding rates are used, include a detailed explanation of why, and include the makeup of each indirect expense pool. Historical indirect rates shall be provided (overhead, fringe, G&A, etc.) for the last five years identifying whether the rates represent claimed or negotiated rates and inclusive of appropriate explanations for any major increases and decreases in the rates between years.

(c) Subcontractor / Interdivisional / Team Member Effort –

Offeror shall include a separate entry in this section for each subcontractor/interdivisional/team member so that these costs can be easily tracked to the specific subcontractor / interdivisional / team member cost proposal. Subcontractor / Interdivisional / Team Member proposals shall match the hours and dollars carried by the prime for any subcontract effort proposed. The submission of a subcontractor proposal that does not agree with the prime's proposal is not useful for analysis or evaluation, and detracts from the credibility of the prime's proposal. Any differences shall be fully explained. The prime contractor is responsible for performing vendor cost / price analysis per FAR 15.404-3 on the subcontractor / interdivisional / team member submissions. The Offerors shall provide the results of the vendor cost / price analysis as part of the proposal package.

(d) Other Direct Cost –

For proposal purposes, the Government has included a rate estimate for certain specified costs (see below) that are based on historical and projected information. These costs are frequently treated as other direct costs. It is recommended that the Offeror propose using the provided rate plus any cost loadings (G&A expense, escalation, etc.) that should be applied. The Offeror must show where these costs are included in their proposal. If the contractor proposes these costs using another method, the method must be clearly described along with the assumptions and basis of estimate or estimates.

**RECOMMENDED RATE is \$490 per linguist per month.** This is the amount estimated to be required for allowable and allocable costs for:

- (1.) Travel Expenses (both commercial and military), exclusive of R&R travel;
- (2.) HVAC units, generators, etc. (to include maintenance and fuel);
- (3.) Communication Service and Equipment and (to include maintenance, connectivity charges);
- (4.) Cost for Purchases, Leases and Rental Expenses for equipment, vehicles, property, office space and equipment to include maintenance and upgrades;
- (5.) Defense Base Act Insurance.

For all other ODC costs proposed, the Offeror shall clearly identify each type of ODC cost in their proposal and provide a detailed explanation as to what the cost represents and the basis for the estimate.

(e) Fee

The Offeror shall clearly delineate the cost base to which the fee percentages are applied.

8. The Offerors shall also submit information pertaining to Systems Status as depicted in Figure 14 below. This information can be submitted in a Microsoft Word document. The offeror shall provide policies/procedures which discuss controls that will be implemented to oversee cash transactions conducted in a foreign country.

Figure 14

System Status

System	System Status	Approved by and Date of Approval	Letter Reference Number and Date of Letter
Accounting System			
Estimating System			
Purchasing System			
Billing System			
EVMS System (if applicable)			

9. The Offeror must demonstrate adequate financial resources to perform the prospective contract or demonstrate an ability to obtain adequate financial resources, as required by FAR 9.104-1(a) and DFARS 232.072. In order for the government to evaluate your financial capability, the offeror shall submit financial statements for the three most recent and complete fiscal years and the most recent interim accounting period if applicable. Submit the statements for yourself, your parent corporation (if applicable), and for prospective significant merger candidates (if applicable). The statements should include Annual Reports including audit opinions, Balance Sheets, Income Statements, Statements of Retained Earnings, and Statements of Cash Flows. Also include projected quarterly cash flows for the period January 1, 2006 through December 31, 2008. Clearly label all financial statements as audited or un-audited and the date, if applicable, of any certification of the financial statements by the responsible company official. Clearly disclose and explain all off-balance sheet arrangements and related party transactions. If you are a start-up company without financial statements, provide historical tax returns and projected income statements, balance sheets and cash flows. The Offeror shall also submit this information for its proposed subcontractors / team members. If a Joint Venture entity is proposed then statements should be submitted for the parties of the venture, as well as the venture entity.

10. The Offerors shall provide a matrix cross walking the SOW requirements listed in Figure 15 below to the applicable cost proposal section and page.

Figure 15

<i>Statement of Work Task</i>	<i>Cost Proposal Section</i>	<i>Cost Proposal Page</i>
Recruitment		
Contractor Pre-Screening		
Security Review		
Small Business / Subcontracting Mgt.		



Quality Control / Assurance		
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#### 11. Escalation –

For proposal purposes only, Offerors shall use the annual escalation rates provided in Figure 16 below to calculate all proposed costs for Figures 10, 11, and 12 or years three, four, and five of the contract. The escalation rates provided represent annual escalation rates.

Figure 16

Period	DRI Category	DRI Escalation
January, 08 to January, 09	ECIBWP&TNS	3.8%
January, 09 to January, 10	ECIBWP&TNS	3.7%
January, 10 to January, 11	ECIBWP&TNS	3.7%

#### 12. Deviations From Normal Bidding Practices –

Any deviations from normal bidding practices must be fully explained in detail and supported. Any accounting changes, management challenges, cost sharing arrangements, rate caps, or any other competitive feature without full detailed explanation AND language to be incorporated into any resultant contract WILL NOT be considered. This is also applicable to any subcontractor or interdivisional transfer. We are not encouraging any such changes. To the extent that any change is not adequately supported, the evaluated assessment of the offeror's submission may be negatively impacted.

### *SECTION M – EVALUATION FACTORS AND AWARD*

#### M.1 CONCEPT OF EVALUATIONS

M.2	MINIMUM SECURITY REQUIREMENTS – CONDITIONS OF AWARD
M.3	SMALL BUSINESS SUBCONTRACTING PLAN
M.4	AWARD WITHOUT DISCUSSIONS
M.5	PRE-AWARD SURVEY
M.6	REJECTION OF OFFERS
M.7	EVALUATION GUIDANCE
M.8	EVALUATION CRITERIA/SUBFACTORS AND ORDER OF IMPORTANCE
M.8.1	Evaluation Factors/Subfactors
M.8.2	Order of Importance
M.9	Source Selection Trade-Off Process
M.10	BASIS OF CONTRACT AWARD

## M.1 CONCEPT OF EVALUATIONS

Selection of the successful Offeror shall be made based on the evaluation of the information requested in Section L against the criteria stated below.

Attention is directed to Offeror's ability to staff this project with cleared personnel. This relates to the necessity to begin work with appropriately cleared personnel.

M.1.1 The Government may reject any proposal which:

M.1.1.1 Merely offers to perform work according to the RFP terms or fails to present more than a statement indicating its capability to comply with the RFP terms without support and elaboration as specified in Section L of this solicitation; or

M.1.1.2 Reflects an inherent lack of technical competence or a failure to comprehend the complexity and risks required to perform the RFP requirements due to submission of a proposal which is unrealistically high or low in Cost and/or unrealistic in terms of technical or schedule commitments; or

M.1.1.3 Contains any unexplained significant inconsistency between the proposed effort and Cost, which implies that Offeror has (1) an inherent misunderstanding of the scope of work, or (2) an inability to perform the resultant contract.

M.1.1.4 Fails to meaningfully respond to the Proposal. Preparations Instructions are specified in Section L of this solicitation.

## M.2 MINIMUM SECURITY REQUIREMENTS – CONDITIONS OF AWARD

The Offeror shall comply with the minimum security requirements specified in Special Provision H.1. As also described in RFP Paragraph L-9, conformance with the requirements of Special

Provision H.1, at the time of IDIQ Contract Award. THIS IS A SPECIAL STANDARD OF RESPONSIBILITY IN ACCORDANCE WITH FAR 9.104-2 SPECIAL STANDARDS.

### M.3 SMALL BUSINESS SUBCONTRACTING PLAN

Pursuant to FAR 19.708(b) and in accordance with FAR Clause 52.219-9 -Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, all Offerors (excluding U.S. small businesses) are required to submit a Small Business Subcontracting Plan. This plan will be evaluated in accordance with the Army Federal Acquisition Regulation Supplement (AFARS) specifically Sections 5119.705-4(d), Subpart 5119.708(b)(1), and AFARS Appendix DD located at:

[http://dasapp.saalt.army.mil/Ind\\_base\\_policy/AFARS%20conformed.htm](http://dasapp.saalt.army.mil/Ind_base_policy/AFARS%20conformed.htm).

The Contractors Small Business Subcontracting Plan will be incorporated into the IDIQ Contract as Attachment 2. See Special Provision H.21 for required minimum levels of Small Business Participation. The resultant contractor must have an adequate plan in order to be considered for award. This evaluation is separate from the evaluation for Subfactor 1.6. However, the information presented in this plan shall be consistent with the information as provided for Subfactor 1.6.

\*Note: Total proposed value is defined as: All costs and fees.

### M.4 AWARD WITHOUT DISCUSSIONS

The Government intends to evaluate proposals and award a contract without discussions with Offerors (other than minor clarifications). Even if clarifications are sought, the Offerors should not anticipate the opening of discussions therefore, each initial offer should contain the Offeror's best terms from a management and cost standpoint. Offerors are urged to ensure that their proposals are submitted on the most favorable terms in order to reflect their best possible potential, since less than the best potential could result in exclusion of the proposal from consideration for award.

In furtherance of award without discussions, the Offerors Small Business Subcontracting Plan shall be compliant with AFARS, Appendix DD.

### M.5 PRE-AWARD SURVEY

In accordance with FAR 9.104, if a proposal submitted in response to this solicitation is favorably considered, a Government survey team may contact the Offeror's facility to determine

reasonableness of the Offeror's responsibility. In order to make this determination, the prospective contractor must make available current financial statements and other pertinent relevant data available for examination. The survey team may also evaluate the Offeror's system for determining the financial and management ability of proposed subcontractors, if any. Management ability includes the ability to accomplish the tasks as described in the Performance Based Work Statement (PBWS) as provided in Section C of the solicitation. Accordingly, information must be made available to allow Government evaluation of the Offeror's ability to make timely deliveries in accordance with the Performance Based Work Statement (PBWS).

#### M.6 RESERVED

#### M.7 EVALUATION GUIDANCE

During the Source Selection process, the Government will assess the relative risks associated with each Offeror and proposal. It is important to note the distinction between proposal risk and performance risk. Proposal risk is that risk associated with the Offeror's management approach to meeting requirements of the RFP. Proposal Risk is assessed by the Source Selection Evaluation Board (SSEB) and is integrated into the rating of the Management and Cost Factors. Performance Risks are those risks associated with the probability that an Offeror will successfully perform the solicitation requirements as indicated by that Offeror's record of past and current performance. Performance risk will be assessed by the Source Selection Evaluation Board (SSEB) under the Past Performance Factor.

#### M.8 EVALUATION CRITERIA

##### M.8.1 EVALUATION FACTORS AND SUBFACTORS

Shown below is a list of all factors/subfactors that will be used in the evaluation process. Immediately following this chart is the narrative for each of these factors and subfactors.

Factor	Sub-Factor	Description of Factor
1.0		MANAGEMENT
	1.1	FILL RATE (RECRUITMENT /DEPLOYMENT/RETENTION/ TIMELINESS)
	1.2	EXPERIENCE
	1.3	SUSTAINMENT OF LARGE-SCALE PERSONNEL DEPLOYMENTS
	1.4	STAFFING PLAN FOR PROGRAM MANAGEMENT (KEY AND NON- KEY PERSONNEL)

	1.5	TRANSITION PLAN
	1.6	SMALL BUSINESS PARTICIPATION
2.0		PAST PERFORMANCE
3.0		COST

<b>FACTOR 1.0 - MANAGEMENT</b>
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SUBFACTOR 1.1
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<b>FILL RATE (RECRUITMENT/DEPLOYMENT/RETENTION/TIMELINESS)</b>
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The Fill Rate subfactor will assess the proposal risk probability that, based on the Offeror's proposed approach recruiting, hiring and retaining personnel to perform Task Order 1 of this RFP, the Offeror will have available the necessary (Quantity and skill type) of CAT I, CAT II and CAT III linguists to successfully and timely perform the scope of work of the task order. Proposals will, in particular, be considered more advantageous the greater the extent to which they reflect, in support of performance of the Task Order 1, specific and credible identification of qualified, and appropriately compensated, CAT II and CAT III personnel who are committed to timely availability in theater at the commencement of the Task Order 1 basic performance period.

SUBFACTOR 1.2
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<b>EXPERIENCE</b>
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The Experience Sub-Factor will assess the proposal risk probability that the prime Offeror, and any proposed subcontractors will, based upon the extent of their experience, successfully perform Task Order 1 of this RFP. Proposals will be evaluated as more advantageous the greater the extent to which recent experience reflects the following scope of work requirements:

- (a) Interpreters and Translators speaking the required SCRL.
- (b) Recruiting, Hiring and Retaining of quantities of personnel similar to Task Order 1.
- (c) Managing personnel in an environment similar to the Task Order 1, particularly Iraq\*.

\*Prior Experience in Iraq will be assessed as most advantageous.

To the extent that an Offeror and its subcontractors have limited experience regarding some or all the above, but have key personnel who will be playing a significant role in this effort who do have applicable experience, the experience of the individuals may be considered in the Government's evaluation. The Government will evaluate the experience of the Offeror and any significant subcontractors in light of how this experience will benefit the performance of the efforts proposed.

<b>SUBFACTOR 1.3</b>
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<b>SUSTAINMENT OF LARGE-SCALE PERSONNEL DEPLOYMENTS</b>
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The Government will evaluate the proposed approach for Sustainment of Large-Scale Personnel Deployment to assess the proposal risk probability for successful and timely performance of Task Order 1.

<b>SUBFACTOR 1.4</b>
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<b>STAFFING PLAN FOR PROGRAM MANAGEMENT (KEY AND NON-KEY PERSONNEL)</b>
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The Government will evaluate the Staffing Plan for program management subfactor the proposal risk probability based on the Offeror's approach to perform Task Order 1. Proposals will be assessed as more advantageous the greater the extent to which proposed key personnel have provided letters of commitment for timely performance under Task Order 1.

<b>SUBFACTOR 1.5</b>
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<b>TRANSITION PLAN</b>
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The Transition Plan Subfactor will assess the proposal risk probability that, based on the Offeror's Transition planning, including the proposed (a) Time Phased Critical Path that details all critical events; (b) Transfer and Accounting of Government Furnished Property and (c) Planning for the timely availability of Key and Non-Key Program Management personnel (d) the timely and successful completion of transition activities.

<b>SUBFACTOR 1.6</b>
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<b>SMALL BUSINESS PARTICIPATION</b>
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a) The Government will evaluate the risk, and extent, of small business concern participation in terms of the percentage of total contract dollars which the Offeror credibly proposes to utilize U.S. small business concerns (SB, SDB, WOSB, VOSB, and/or HBCU/Mis) in the performance of Task Order 1. For the purpose of this evaluation, Small Business Participation under Task Order 1 will include both (a) 1st tier subcontractors and (b) the extent of prime Offeror (or joint venture partner/teaming arrangement) participation in proposed contract performance, where the Offeror is a U.S. small business concern, for the NAICS code applicable to this solicitation, will also be considered small business participation.

b) The evaluation of Small Business Participation under Task Order 1 will include the following:

(1) the proposal risk probability of the Offeror satisfying the minimum small business participation levels specified in Special Provision H.21 "Small Business Participation".

(2) Proposals will be evaluated as progressively more advantageous the greater the extent to which total Small Business Participation is credibly assessed as achieving 35% of the total Contract Value.

(3) The proposal risk evaluation will also address the credibility Offeror's proposed plan to meet requirements considering the following:

(a) Meet and maintain the proposed percentages at the total subcontracting level as well as for the various subsets of small business categories to include woman-owned, Small Disadvantaged, Hub-Zone and Service Disabled Veteran Owned categories;

(b) Select small businesses;

(c) Determine the work to be subcontracted to small businesses.

(4) an assessment of the probability that the Offeror will satisfy the requirements of FAR 52.219-8/9 (as applicable to the Offeror) and achieve the levels of Small Business Participation identified in the proposal. This assessment will be based upon both:

(a) a proposal risk assessment of the Offeror proposed Small Business Participation approach, and

(b) a performance risk assessment of prior achievements (past performance) in satisfying commitments and requirements under FAR 52.219-8/9.

Note The evaluation of Subfactor 1.6 as discussed above is separate from the evaluation of the Offeror's Small Business Subcontracting Plan as shown in Section M-3 of the RFP. The Offeror's Small Business Subcontracting Plan will be evaluated in accordance with the Army Federal Acquisition Regulation Supplement (AFARS) specifically Sections 5119.705-4(d), Subpart 5119.708(b)(1), and AFARS Appendix DD located at:

[http://dasapp.saalt.army.mil/Ind\\_base\\_policy/AFARS%20conformed.htm](http://dasapp.saalt.army.mil/Ind_base_policy/AFARS%20conformed.htm). However, the

Offeror's Small Business Subcontracting plan must be consistent with the Offeror's information submitted for Evaluation Factor 1.6

<p style="text-align: center;">FACTOR 2.0 <b>PAST PERFORMANCE</b></p>
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The Past Performance Factor will be evaluated as follows:

a. The assessment of Past Performance will be based on the Offeror's and significant subcontractor's current and past record of contract performance, of contracts performed within the last 3 years, as it relates to the probability that the Offeror will successfully accomplish the required effort. When addressing performance risk, the Government will focus its inquiry on the Offerors and major subcontractors' record of performance as related to program requirements including (1) management, (2) delivery, (3) cost, and (4) business relations.

b. Significant achievements, problems, or lack of relevant data in any element of the work can become an important consideration in the source selection process. The existence of negative prior performance findings may result in a rating, which reflects elevated performance risk. Offerors without a record of relevant Past Performance, upon which to base a meaningful performance risk prediction, will be rated as "Unknown Risk", which is neither favorable nor unfavorable.

c. In evaluating each Offeror's performance history, the Government will look at the Offeror's delivery performance, and that of any significant subcontractors, against the contract's original delivery schedule unless the delay was Government caused. Schedule extensions that were the fault of the Offeror, or a proposed Subcontractor's fault, even if consideration was provided, will be counted against the Offeror. The Government will also evaluate general trends in past performance, including demonstrated corrective actions.

d. Additionally, the Offeror may be evaluated based on other internal Government or private source information. While the Government may elect to consider data obtained from external sources other than the proposal, the burden on providing thorough and complete past performance information rests with the Offeror.

e. A significant achievement, problem or lack of relevant data in any element of the work can become an important consideration in the source selection process. A negative finding under any element may result in an overall high-risk rating. Therefore, Offerors are reminded to include all relevant past efforts, including any demonstrated corrective actions, in their proposal.

Proposals will be evaluated based on the information as provided by the past performance for quality of performance. In evaluating past performance the following will be considered:



- (a) is current and relevant (within the last three (3) years (see paragraph L.2.2.1 for definition of relevant as it applies to this RFP.
- (b) information is provided by an adequate source and
- (c) data allows for an appropriate analysis

The Government reserves the right to call all references to verify the data, and to supplement the information (if needed) by utilizing web based past performance data, and/or interviewing outside personnel other than those included in the Offeror's proposal. The Government may not interview all sources provided by the Offeror, therefore it is incumbent upon the Offeror to explain the relevance of the data provided. Offerors are advised that while the Government may elect to consider data obtained from other sources, the Government does not assume the duty to search for data to cure problems it finds in the proposals. The burden of providing thorough and complete past performance information rests with the Offerors. The Government reserves the right not to evaluate or consider for award the entire proposal from an Offeror who fails to provide the required past performance information or who fails to assert that it has no relevant directly related or similar past performance experience.

While the Offeror may submit past performance information on relevant efforts by proposed subcontractors, the Government may be unable to obtain any qualitative information due to its lack of privities with subcontractors. If past performance information for a prospective subcontractor is provided, the government will only discuss detailed past performance information with that prospective subcontractor unless the Offeror provides subcontractor's consent. Such consent must be provided with the proposal. Absent that consent, if there is adverse past performance information for the subcontractor, the government may advise the prime Offeror of the problem, but may not discuss the details with the prime Offeror. Again, the burden of providing thorough and complete past performance information rests with the Offeror.

<b>FACTOR 3.0</b>
<b>COST</b>

All cost proposal information as requested by Section L 12 Section 3.0 will be evaluated based on:

- (a) Reasonable and realistic data;
- (b) Offeror having a clear understanding of the requirements; and
- (c) Appropriate number of hours and skill levels that accurately reflects the proposed staffing plan.

The Government's cost realism analysis will be used in the development of the Government's Evaluated Cost for each Offeror's proposal for Task Order 1. The evaluated cost will be determined by adjusting each Offeror's proposed cost, and fee when appropriate, to reflect any additions or reductions in cost elements to realistic levels when compared to the Offeror's

proposed approach. The evaluated cost for each Offeror may differ from the Offeror's proposed cost, in that this estimate will be based on the Government's developed "most likely cost." The evaluated cost shall be used in the overall determination of Best Value.

#### **M.8.2 ORDER OF IMPORTANCE**

The relative of importance of each of the three (3) Evaluation Factors as listed above is as follows:

Management is more important than Past Performance and Past Performance is more important than Cost.

Within Management, Subfactor 1.1 is significantly more important than Subfactor 1.2. Subfactor 1.2 is significantly more important than Subfactor 1.3. Subfactors 1.3, 1.4, 1.5 and 1.6 are all of equal importance.

#### **M.9 SOURCE SELECTION TRADE-OFF PROCESS**

This is a Best Value acquisition using the trade-off process. As such, the Source Selection Authority (SSA), in making the final Source Selection Trade-off judgment, will weight the merits of the non-Cost areas of the proposal against the total evaluated most probable cost (and fee) to the Government in arriving at the final source selection decision. As part of the best value determination, the relative advantages/disadvantages of each Offeror's non-cost area proposals, and the total evaluated most probable cost (and fee), shall be considered in selecting the offer which represents the best value to the Government. The Government may award to other than the Offeror with the lowest total evaluated most probable cost (and fee).

#### **M.10 BASIS OF CONTRACT AWARD**

Award will be made to the Offeror whose proposal is determined to be the Best Value to the Government based on the evaluation factors, which consist of Management, Past Performance, and Cost. Selection of the successful Offeror will be based on a comprehensive evaluation to determine the Offeror whose proposal is considered the best value to satisfy Government requirements and objectives at a reasonable, realistic, and affordable cost. Additionally, the successful Offeror's proposal must demonstrate the capability to meet the Minimum Security Requirements. In the event that two proposals are determined to be essentially equal considering only non-cost factors, then award may be made to the proposal offering the lower evaluated cost. Additionally, prior to award the prospective successful Offeror shall have provided an acceptable Small Business Subcontracting Plan.

The Government intends to award one (1) contract as a result of this solicitation. Multiple awards will not be made. The Government however, reserves the right to make no award as a

result of this solicitation, if, upon evaluation, none of the proposals are deemed likely to meet the management requirements at an acceptable level of risk and cost.

(END OF SECTION M)

**ATTACHMENT 1**

DD 254 SECURITY CLASSIFICATION SPECIFICATION

**TO BE RELEASED SHORTLY**

**ATTACHMENT 2**

SMALL BUSINESS SUBCONTRACTING PLAN

(TO BE INCORPORATED AT AWARD)

**ATTACHMENT 3 AWARD FEE PLAN****Award Fee Plan - Table of Contents**

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	3.1	Fee Determining Official
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4		AWARD FEE PROCESSES
	4.1	Available Award Amounts
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## 1. INTRODUCTION

This award fee plan is the basis for the MANAGEMENT SERVICES FOR INTERPRETATION AND TRANSLATION LINGUIST SUPPORT CONTRACT evaluation of the contractor's performance and for presenting an assessment of that performance to the Fee Determining Official (FDO). It describes specific criteria and procedures used to assess the contractor's performance and to determine the amount of award fee earned. Actual award fee determinations and the methodology for determining award fee are unilateral contract decisions made solely at the discretion of the Government.

The award fee will be provided to the MANAGEMENT SERVICES FOR INTERPRETATION AND TRANSLATION LINGUIST SUPPORT CONTRACT contractors through contract modifications and is in addition to the cost reimbursement provisions of the contract. The award fee earned and payable will be determined by the FDO based upon review of the contractor's performance against evaluation criteria set forth in this plan. The FDO may unilaterally change this plan prior to the beginning of an evaluation period if the PCO provides written notice of change to contractor before the start of the evaluation period. Changes in this plan that are applicable to a current evaluation period will be incorporated by mutual consent of both parties. This award fee plan has been prepared in accordance with the AFMC Award-Fee and Award Term Guide dated December 2002.

## 2. ORGANIZATION

The award-fee organization consists of: the Fee Determining Official (FDO); an Award Fee Review Board (AFRB) consisting of a chairperson, the Contracting Officer, a recorder, other functional area participants, advisor members; and Performance Monitors.

## 3. RESPONSIBILITIES

3.1 Fee Determining Official. The FDO approves the award-fee plan and any significant changes. The FDO reviews the recommendations of the AFRB, considers all pertinent data, and determines the earned award-fee amount for each evaluation period.

3.2 Award Fee Review Board. The AFRB members review Performance Monitor's evaluations of the contractor's performance, and considers all information from pertinent sources, prepare interim performance reports and arrives at an award-fee recommendation to the FDO. The AFRB may make recommendations to this plan.

3.3 AFRB Recorder. The AFRB recorder is responsible for coordinating administrative actions required by the Performance Monitors, the AFRB and the FDO. To include: 1) receipt, processing and distribution of evaluation reports from all required sources; 2) scheduling and assisting with internal evaluation milestones, such as briefings; and 3) accomplishing other actions required to ensure the operation of the award fee review board.

3.4 Contracting Officer (PCO). The PCO is the liaison between the contractor and government personnel.

3.5 Performance Monitors. Performance Monitors maintain clearly written and explicitly detailed records of the contractor's performance in their assigned area(s) of evaluation. This is to ensure fair and accurate evaluations are obtained. They are responsible for preparing interim and end of period evaluations reports as directed by the AFRB.

#### **4. AWARD FEE PROCESSES**

4.1 Available Award-Fee Amount. The available award-fee for each evaluation period is shown in paragraph 8.1. The award fee earned will be paid based on the contractor's performance during each evaluation period. The government is not required to pay an award fee for contractor's performance that is below satisfactory (see paragraph 9.1 below). Unearned fee is not carried over to subsequent evaluation periods.

4.2 Evaluation Criteria. If the PCO does not give specific notice in writing to the contractor of any unilateral change to the evaluation criteria prior to the start of a new evaluation period, then the previous criteria listed for the preceding period will be used. Revising paragraph 9.2 of this plan and forwarding it to the contractor will suffice as proper notification of changes to the evaluation criteria.

4.3 Interim Evaluation Process. The AFRB Recorder notifies each AFRB member and Performance Monitor 15 days before the midpoint evaluation period. Performance Monitors submit their evaluations within 7 days of notification. The AFRB determines the interim evaluation results and notifies the contractor in writing of strengths and weaknesses for the current evaluation. The PCO may also issue letters at any time to the contractor when the government deems it necessary to highlight the areas of the Government's concern.

4.4 End-of-Period Evaluations. The AFRB Recorder notifies each AFRB member and Performance Monitor 15 days before the end-of-period evaluation. This notification shall also include a copy of the contractor's self-assessment (see paragraph 4.5 below). Performance Monitors submit their evaluations within 7 days of notification. The AFRB prepares its evaluation report and recommendation of earned award fee. The AFRB briefs the evaluation report and recommendation to the FDO. At this time the AFRB may also recommend any significant changes to the award fee plan for FDO approval. The FDO determines the overall grade and earned award-fee amount for the evaluation period within 3 days of receiving recommendation from the AFRB. The FDO prepares a letter informing the contractor of the earned award fee amount and notifies the government program office of the INTERPRETATION AND TRANSLATION LINGUIST SUPPORT CONTRACT to allow management of the award-fee funds. The INTERPRETATION AND TRANSLATION LINGUIST SUPPORT CONTRACT program office prepares a contract modification-allocating award funds and forwards to contracting. The PCO releases the contract modification.

4.5 Contractors Self-Assessment. When the INTERPRETATION AND TRANSLATION LINGUIST SUPPORT CONTRACT contractor chooses to submit a self-evaluation, it must be submitted to the PCO and AFRB Recorder 15 business days before the end of evaluation period. This written self-evaluation may contain information that may be reasonably expected to assist the AFRB in evaluating the contractor's performance. The contractor's self-assessment may not exceed 5 pages.

4.6 Government Oversight. The Contracting Officer's Representative (COR) working with forward deployed and/or on-site Alternate Contracting Officer's Representative (ACORs), Contracting Officer Technical Representatives, or Technical Task Managers will be responsible for monitoring, assessing, recording, and reporting on the managerial performance of the contractor on a day-to-day basis. These government representatives will have the primary responsibility for completing Surveillance Activity Checklist (DA Form 5476-R), which will be used to document the inspection and evaluation of the contractor's work performance.

## 5. AWARD FEE PLAN CHANGE PROCEDURES

All significant changes are approved by the FDO; the AFRB Chairperson approves other changes. Examples of significant changes include changing evaluation criteria, adjusting weights to redirect the contractor's emphasis to areas needing improvement, and revising the distribution of the award-fee funds. The INTERPRETATION AND TRANSLATION LINGUIST SUPPORT CONTRACT contractor may recommend changes to the PCO no later than 15 days prior to the beginning of a new evaluation period. After review and if approved, the PCO will notify the contractor in writing of any changes. Unilateral changes may be made to the award-fee plan if the PCO provides the contractor with written notice of change(s) prior to the start of a new evaluation period. Changes affecting the award-fee plan during the current evaluation period must be by mutual (bilateral) agreement.

## 6. CONTRACT TERMINATION

If the contract is terminated for the convenience of the Government after the start of an award-fee evaluation period, the award fee deemed earned for that period shall be determined by the FDO, using the normal award-fee evaluation process. After termination for convenience, the remaining award-fee amounts allocated to all subsequent award-fee evaluation periods cannot be earned by the contractor and, therefore, shall not be paid.

## 7. AWARD FEE

Area Number	Area of Evaluation	Performance Monitor(s)
I	Fill-Rate *	COR, G3 HU/CI
II	Quality of Personnel (CAT I, II, III) **	COR, G3 HU/CI
III	Cost Control Management ***	COR



\* Evaluation criteria to assess and quantify the success rate of retention, deployment, and ongoing pool of qualified interpreter/translators.

\*\* Evaluation criteria to assess and quantify the quality of personnel provided at the CAT I, II, and III levels.

\*\*\* Evaluation criteria to assess and quantify the cost control management measurements utilized by the contractor to monitor costs on a cost type contract.

\*\*\*\* Evaluation criteria to assess and quantify whether the prime contractor has met minimum small business subcontracting goals.

## 8. AWARD FEE ALLOCATIONS

### 8.1 Available (Maximum) Award Fees

The award fee earned by the contractor will be determined at the completion of evaluation periods shown below. The percentage and dollars shown corresponding to each period is the maximum available-award-fee amount that can be earned during that particular period. Unearned fee is not carried over to subsequent evaluation periods.

	First Award Fee Period	Available Award Fee*		Second Award Fee Period	Available Award Fee*		Total Available Award Fee*	
		Dollars	%		Dollars	%	Dollars	%
CLIN 0001	TBD			TBD				

*\* Offeror shall include proposed award fee dollars and the computed percentage in cost proposal. Fees shall be proportional in each period.*

### 8.2 Earned Award Fees

	First Award Fee Period	Earned Award Fee*		Second Award Fee Period	Earned Award Fee*		Total Earned Award Fee*	
		Dollars	%		Dollars	%	Dollars	%
CLIN 0001	TBD			TBD				

*\* The Government will unilaterally determine the Earned Award Fee amounts. These amounts will be incorporated in the above chart by contract modification signed by the Contracting Officer.*

## 9. AWARD FEE EVALUATION PROCEDURES

### 9.1 Evaluation Standards

Rating	Point Std.	Earned Award Fee %
Outstanding	90-100	100%
Excellent	85-89	80%
Very Good	80-84	60%
Satisfactory	70-79	40%
Unsatisfactory	0-69	\$0

**CAUTION: IT IS CONSIDERED EXTREMELY UNLIKELY THAT THE CONTRACTOR WILL ACHIEVE AN OUTSTANDING RATING. IT IS STRONGLY RECOMMENDED THAT THE CONTRACTOR NOT INCLUDE EARNING AT THAT LEVEL IN THEIR EARNINGS OR BUDGETARY FORECASTS.**

(a) Outstanding: 90-100 Points

The Contractor will receive Award Fee based on the following: Performance exceeds expectations and difficulties are dealt with prior to emerging as problems. Contractor's performance requires minimum oversight and quickly implements lessons learned. Contractor initiative is facilitating minimum oversight efforts by the Government and fully supports the soldiers needs for linguistic services.

(b) Excellent: 85-89 Points

Contractor's performance of virtually all contract tasks is consistently noteworthy and provides numerous significant, tangible or intangible, benefits to the Government. The few areas for improvement are all minor. There are no recurring problems. Contractor's management initiates effective corrective action whenever needed.

(c) Very Good: 80-84 Points

**Contractor's performance meets the contract tasks and is consistently above standard and provides numerous significant tangible and intangible benefits to the Government (e.g., improved quality, responsiveness, increased timeliness, or generally enhanced effectiveness of operations). Although some areas may require improvement, these areas are minor and are more than offset by better performance in other areas. Few, if any, recurring problems have been noted, and contractor takes satisfactory corrective action.**

(d) Satisfactory: 70-79 Points

Contractor's performance of most contract tasks is adequate with few tangible benefits to the Government due to contractor's effort or initiative. Although there are areas of good or better performance, these are more or less offset by lower-rated performance in these areas.

(e) Unsatisfactory: 0-69 Points

Contractor's performance of most contract tasks is inadequate and inconsistent. Quality, responsiveness, and timeliness in many areas require attention and action. Corrective actions have not been taken or are ineffective. Overall unsatisfactory performance shall not earn an award fee.

Award-fees will be computed and expressed in dollars at the conclusion of negotiations or in the Final Price Revision after Negotiations.

## 9.2 Award Fee Evaluation Criteria

The following section is a detail of the performance award fee criteria areas that the Government will be evaluating and provides a means to measure the contractor's ability to meet program objectives from the Performance Based Work Statement. Evaluation of performance is subjective in nature unless otherwise indicated.

Area Number	Area of Evaluation	Maximum Amount of Points
I	Fill-Rate *	55
II	Quality of Personnel (CAT I, II,III) **	30
III	Cost Control Management ***	15
	<b>TOTAL</b>	100

### I. Fill-Rate \* Point Range (0-55)

The Government will evaluate this section based on how well the contractor recruited, deployed, and maintained qualified personnel based on the following criteria:

- (a) 22 points - Adequate personnel to perform all tasks (resources which include both management staff and linguists).
- (b) 18 points - Capability to respond to critical mission requirements in accordance with the Movement Instruction 95% of the time.
- (c) 9 points - Identification of problem areas and implementation of corrective measures.
- (d) 2 points - Effective reporting and timely delivery of all data items, i.e, Daily, Weekly and Monthly Reports.
- (e) 2 points – Services provided within proposed cost.
- (f) 2 points - Timely submission of cost proposals for urgent orders.

**II. Quality of Personnel (CAT I, II, III) \*\* Point Range (0-30)**

The contractor will be evaluated based on the ability to provide and maintain qualified personnel for CAT I, CAT II, and CAT III linguists in accordance with the following criteria:

- (a) 9 points - Utilization of proactive advertising campaigns to include unique and innovative strategies that target a sufficiently large and diverse ethnic population(s) to reasonably result in a sufficient number of linguist' recruits with the correct language skills.
- (b) 9 points - 100% of all applicants have been adequately pre-screened inclusive of submission of completed documentation prior to counterintelligence/force protection interview.
- (c) 8 points - Ability to deploy on-time personnel to meet mission requirements within the Contractor's control.
- (d) 2 points - All facets of security to ensure no mission delays, within the Contractor's control.
- (e) 2 points - Identification of problem areas and implementation of corrective measures.

**III. Cost Control Management \*\*\* Point Range: (0-15)**

The Government will evaluate this section based on how well the prime contractor effectively implemented cost control management procedures as detailed in the criteria to be used in scoring as follows:

- (a) 9 points - Services provided within proposed cost. Accurate invoices. Effective plan for preventions of waste, fraud, misuse of government funds.
- (b) 6 points - Identification of problem areas and implementation of corrective measures. Effective reporting and timely data delivery. Timely submission of cost proposals for urgent orders.

## 9.3 Sample Score Sheet

Evaluation Criteria/Max Points Possible/Earned Points

Area Number	Area of Evaluation	Max Points Possible	Earned Points
I	Fill-Rate *	55	54
II	Quality of Personnel (CAT I, II, III) **	30	23
III	Cost Control Management ***	15	6
	<b>TOTAL</b>	100	83

Evaluation Standard

Rating	Point Standard	Earned Award Fee %
Outstanding	90-100	100%
Excellent	85-89	80%
Very Good	80-84	60%
Satisfactory	70-79	40%
Unsatisfactory	0-69	Base Fee Only

Calculation of Award Fee (Example)

Maximum Possible Award Fee For That Period	\$200,000.00
<b>83 Earned Points equates to an Excellent Rating for a score of 80%. The 80% Score is then applied to the Maximum Possible Award Fee for that Period to get Total Earned Award Fee.</b>	<b><u>x 80%</u></b>
<b>Total Earned Award Fee For That Period</b>	<b>\$160,000.00</b>

**ATTACHMENT 4**  
GOVERNMENT FURNISHED EQUIPMENT  
PROVIDED AS A SEPARATE EXCEL ATTACHMENT

**ATTACHMENT 6  
TASK ORDER 1 and Exhibit 1**

**STATEMENT OF WORK**

**FOR**

**LINGUIST SUPPORT SERVICES TO UNITED STATES CENTRAL COMMAND  
(PERSIAN GULF AREA OF OPERATIONS)**

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## SECTION C

### SECTION C.1 GENERAL INFORMATION

C.1.1 **SCOPE OF WORK.** The Contractor shall provide all personnel, equipment, tools, materials, supervision, and other items and services (except as specified in Section C.3) necessary to provide foreign language interpretation and translation services to United States (U.S.) Forces, users, and agencies supporting operations in Iraq, which encompasses the full range of mission responsibilities for Operation Iraqi Freedom. The Requiring Activity (RA) for this contract is Headquarters, United States Army Intelligence and Security Command (INSCOM), Ft. Belvoir, VA. The RA will maintain technical and operational oversight of this contract effort, and will ensure at all times that support to the mission and operational commanders, within the confines of applicable laws and regulations, takes precedence over all other considerations.

C.1.2 **AREA OF RESPONSIBILITY (AOR).** Contract linguists (henceforth referred to as linguists, translators, or interpreters) may be required to perform translator and interpreter services anywhere U.S. Forces/Agencies are deployed or employed to support Operation Iraqi Freedom (OIF), which may include locations outside of Iraq. The Contracting Officer may change work locations during the performance of the order. In the event that it is necessary to prioritize filling of linguistic assignments that prioritization will be provided to the contractor by the COR.

#### C.1.3 **HOURS OF OPERATION AND DELIVERY SCHEDULE.**

C.1.3.1 The Contractor shall provide interpretation and translation services in support of OIF up to 24 hours per day, seven (7) days per week. Linguists shall be at the specified site for a minimum 8 hours per day and may be extended to 12-hours and on-call for the remaining 12-hours, depending on mission requirements. Supported unit commanders will provide the Contractor with a schedule of required linguist services. The Contractor will ensure that a linguist is assigned to cover the requirement. If a linguist is not needed for the scheduled amount of time, the unit will contact the Contractor's supervisory personnel to notify them that the linguist is being released from the unit for the day. Linguists released early for the day from their primary duties will report to the Contractor's supervisory personnel to receive further instructions. Units cannot give contract linguists unscheduled time off.

C.1.3.2 A contractor on-site representative shall be available to the Administrative Contracting Officer (ACO) or Contracting Officer's Representative (COR) during the hours of 8:00 am to 5:00 PM daily (including weekends) and shall be on call during all other times. The Contractor shall provide the ACO and the COR a listing, and any changes thereto, of the names, addresses (to include e-mail), and locations (where the on-site Representatives are supervising) and the telephone numbers where they can be reached 24 hours per day. This listing shall be kept current at all times.

C.1.3.3 The contractor shall adhere to the following delivery schedule when filling new requirements or replacing incumbent linguists. Categories of linguists are described in section C.1.4.1.2, however this list shall not be considered all-inclusive, nor final. The PCO may extend this delivery schedule in the event of requests for new languages or under special circumstances that are not the fault of the Contractor.

Category I - Contractor will deliver linguists, ready to begin performance of interpretation and translation duties within seven (7) days of notification by: a) the Contracting Officer for requirements that exceed the maximum number of linguists authorized on this contract; b) the COR for requirements that do not exceed the maximum number of linguists authorized under this contract. (See Technical Exhibit) CAT I delivery will be extended to fourteen (14) days for CAT I linguists required to perform translation services in target languages not indigenous to the AOR.

Category II/III - Contractor will have available the names and social security numbers of applicant-linguists within seven (7) days of notification by the same parties as described for Category I linguists. If linguists require security screening, contractor will supply names and social security numbers to INSCOM to begin appropriate investigations. Contractor will ensure personnel are processed in accordance with section C.1.6. For personnel that do not require security screening (already possessing a FINAL required clearance), the Contractor will deliver those individuals to the Point of Embarkation (currently CRC, Ft. Benning, GA) for deployment processing within twenty-one (21) days of notification. For personnel that do require security screening, the Contractor will deliver those individuals to the Point Of Embarkation within fourteen (14) days from notification that interim security clearance has been granted.

C.1.3.4 In the event that a replacement or an additional translator is required immediately, the Contractor shall provide a translator from those translators currently employed and in theater. This action shall be done in coordination with the COR.

#### C.1.4 **PERSONNEL.**

C.1.4.1 Contractor Personnel. The Contractor shall provide a work force possessing the skills, knowledge, and training to satisfactorily perform the services required by this contract. Personnel performing work under this contract shall remain employees of the Contractor and will not be considered employees of the Government.

C.1.4.1.1 On-Site Management Team. The Contractor shall provide a sufficient number of on-site managers to adequately supervise contractor personnel during the period of this contract. The Contractor shall coordinate the work locations of its on-site managers with the COR to ensure access to Government-furnished resources and coordination with Government representatives.

C.1.4.1.1.2 On-site managers must be able to read, write, speak, and understand English



fluently.

C.1.4.1.1.3 On-site management staff must have the knowledge, maturity and experience to work in a high-pressure, contingency-area deployment type environment with senior military officials.

C.1.4.1.1.4 The Contractor shall ensure that field sites have as part of their on-site management teams at least one staff member with a security clearance level equal to or higher than the linguists working in their region of responsibility.

C.1.4.1.1.5 The list of on-site managers and their addresses (to include e-mail), and telephone numbers within their assigned area of operations shall be provided to the COR when available and whenever changes occur. The Contractor shall provide immediate replacement of on-site managers found not qualified by the Government or who do not meet the security clearance requirements.

C.1.4.1.1.6 On-site managers will make available to the COR upon request, a current listing of linguist personnel assigned to their areas of responsibilities, and to which units those linguists are assigned.

C.1.4.1.2 Linguists. The Contractor shall furnish linguist services in accordance with the categories and languages as delineated in the Technical Exhibit 1 to this Task Order, meeting the prescribed qualifications and requirements of those categories and languages. The Contractor shall not employ persons for work on this contract if such employee is identified to the Contractor by the Contracting Officer as a potential threat to the health, safety, security, general well-being or operational mission of U.S. Forces in the identified areas. The Contractor shall ensure that they take into consideration cultural differences and Host Nation sensitivities. In general, linguists assigned to this contract shall possess the following qualifications:

- (a) ability to write and speak in clear and concise grammar and pronunciation of the Specified Contract Required Language (SCRL);
- (b) capable of providing idiomatic translations of non-technical material using correct syntax and expression from English to the SCRL(s) or vice versa;
- (c) ability to conduct consecutive, accurate interpretation and translation of on-going conversations and activities;
- (d) familiarity with and ability to conduct oneself in accordance with the local culture and customs;
- (e) ability to deal unobtrusively with local populace;

(f) familiarity with and adherence to standards of conduct as prescribed by U.S. Army instructions, this contract, and laws of host nation in performing work assignments;

(g) willing and capable to live and work in a harsh environment.

The Contractor shall provide a staff member fluent in the target language(s) and English for testing applicants. The contractor will ensure that the linguist-applicant has the proficiency level required by paragraphs below, as applicable. Other technical skills, such as word processing to be used in conjunction with written translation are preferred, but as they can be part of on-the-job training, they need not be part of the prerequisites for linguists to be assigned to this contract. The Contractor will ensure applicants possess the following skills:

1. consecutive interpretation, into and from English and the SCRL(s);
2. written translation of general and technical material into and from English and the SCRL(s);
3. interpreting aptitude, maintenance of integrity and meaning of material;
4. transcription of aural target language material into written form.

#### C.1.4.1.2.2 Category I (CAT I).

C.1.4.1.2.2.1 CAT I linguists must have native proficiency in the target language [level 4 to 5 as defined by the Interagency Language Roundtable (ILRT)], and an advanced working proficiency (ILRT level 2+) in English.

C.1.4.1.2.2.2 CAT I linguists may be locally hired or from a region outside of the AOR and will not require a security clearance. However, all CAT I linguists will be screened by the Army Counterintelligence (CI) Support Team or other government designated representatives. The Army CI Team will review each linguist's background and determine if the linguist shall be allowed to work in that capacity.

#### C.1.4.1.2.3 Category II (CAT II)

C.1.4.1.2.3.1 CAT II linguists must have native proficiency in the target language (ILRT level 4 to 5) and an advanced working proficiency in English (ILRT level 2+).

C.1.4.1.2.3.2 CAT II linguists shall be U.S. citizens who have been screened by U.S. Army Counterintelligence personnel assigned by INSCOM. CAT II linguists will be granted access to SECRET by the Defense Security Service or other designated U.S. Government Personnel Security authority for the specific purpose of providing support to this Contract.

#### C.1.4.1.2.4 Category III (CAT III).

C.1.4.1.2.4.1 Native proficiency in the target language is preferred, but not required. CAT III linguists shall meet at a minimum the criteria of ILRT level 3. CAT III linguists must be able to understand the essentials of all speech in a standard dialect and have broad enough vocabulary

that he/she rarely has to ask for paraphrasing or explanation. CAT III linguists must be able to follow accurately the essentials of conversations between educated native speakers, make and answer telephone calls, understand radio broadcasts, news stories similar to wire service reports, oral reports, some oral technical reports and public addresses on non-technical subjects. CAT III linguists shall be fluent in English.

C.1.4.1.2.4.2 CAT III linguists shall be U.S. citizens who either possess a TOP SECRET Security Clearance with access to Sensitive Compartmented Information (TS/SCI), or who, after prescribed counterintelligence screening, have been granted, at a minimum, an interim TS/SCI clearance by the U.S. Government.

C.1.4.1.3 The Contractor shall ensure all U.S. employees selected to perform on this contract have current and valid passports and obtain appropriate country visas and work permits.

C.1.4.1.4 Military reservists and National Guard members may be subject to recall to active duty. The abrupt absence of these personnel could adversely affect the contractor's ability to perform, however, their absence at any time shall not constitute an excuse for nonperformance under this contract.

C.1.4.1.5 Continuation of Emergency Essential Services. All contracted personnel are considered EMERGENCY ESSENTIAL and are expected to use all means at their disposal to continue to provide such services, in accordance with the terms and conditions of the contract during periods of crisis, until appropriately released or evacuated by military authority.

#### **C.1.4.2 GOVERNMENT PERSONNEL.**

C.1.4.2.1 Procuring Contracting Officer (PCO). The PCO will serve as a focal point for inquiries and keep the contracting office and other interested activities advised concerning all pertinent matters related to administration of the contract. The PCO will coordinate with functional specialists to assure contract requirements are satisfied and fulfilled in accordance with the contract.

C.1.4.2.3 Project Manager. The Project Manager will represent the Requiring Activity on the contract and serve as a Subject Matter Expert and Action Officer in all matters concerning contract linguist support to operations. The Project Manager will be an interface between the Government and the Contractor's program management personnel. No new requirements will be added to this contract unless routed through the Project Manager. The Contractor will direct all inquiries concerning deployments or other mission-related issues to the Project Manager. All contracting-specific issues such as proposals, legal questions, and modifications will be directed to the PCO.

C.1.4.2.4 Contracting Officer Representative (COR). The PCO will appoint on orders one or more COR(s), as necessary. A copy of the COR appointment orders will be provided to the Contractor's Program Manager each time a new COR is appointed. The COR will be the

primary interface between the Government and the Contractor. The COR will act as the primary interface between the deployed units or users and the Contractor's on-site personnel. The Contractor's on-site personnel will limit direct coordination with customers concerning non-operational matters and instead direct inquiries and requests through the COR. The Contractor is authorized to contact customers as part of a quality assurance program and for daily scheduling coordination. All other contact between unit or user and Contractor, to include discussion about requirements, personnel actions (moving, terminating, or transfer of linguists), or other directions to the Contractor will be coordinated through the COR. All security clearance matters will be the responsibility of the COR.

### **C.1.5 CONDUCT OF PERSONNEL.**

The Contracting Officer may require the Contractor to remove from this contract any employee who jeopardizes or interferes with mission accomplishment or who violates the terms of this contract. The Contractor shall remove the employees from performing under this contract upon notification by the Contracting Officer. The removal of personnel from this contract does not relieve the Contractor of its responsibility to provide the specified number of translators required under this contract. The Contractor shall provide replacements for the removed employee, in the same category and with the same level of qualifications.

### **C.1.6 SECURITY REQUIREMENTS.**

C.1.6.1 Personnel Security Clearances. Each CAT I candidate will complete an SF 85P, Questionnaire for Positions of Public Trust. For CAT II and CAT III linguists, the security clearance procedures are prescribed in this section. Security procedures for granting and maintaining SECRET and TOP SECRET clearances for contract linguist personnel supporting U.S. Army contingency operations will be governed by the Department of the Army Policy on Counterintelligence and Security Support to Contract Linguist Acquisition and Deployment, dated 26 APR 98, or subsequent versions of this policy. A written record of the applicant's responses to the items below will be verified and signed by the applicant. The Contractor will screen applicants for the following:

- (a) pending criminal or civil charges (including divorce/child custody proceedings);
- (b) felony arrest record;
- (c) alcohol related arrest within the last five years;
- (d) any involvement in hate crimes;
- (e) involvement in any group or organization that espouses extra-legal violence as a legitimate means to achieve an end;
- (f) dual or multiple citizenships;
- (g) illegal use, possession, or distribution of narcotics or other controlled substances;
- (h) financial issues: delinquent debt, bankruptcy, etc. (to include documentation of satisfied delinquent debt and/or resolution of bankruptcy issues).

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C.1.6.1.1 General. Each prospective linguist candidate shall undergo a security and force protection screening session. The screenings will be conducted by INSCOM staff or other U.S.

Government personnel security investigative authority, designated by the Office of the Deputy Chief of Staff, Intelligence, or as otherwise prescribed by the government. The results of the screening session will be adjudicated by Defense Security Service (DSS) or other designated adjudication authority for approval or denial of interim clearance eligibility. This screening session may be performed at the contractor's facility in the United States, or other site as agreed upon by INSCOM and the Contractor. This facility shall be located in the Greater Baltimore-Washington-Northern Virginia area to provide ready access by the security screening staff in that area. The Contractor shall maintain at least two managers who possess TOP SECRET Security clearance with access to Sensitive Compartmented Information (TS/SCI). The Contractor shall make these managers available at the request of the Government for purposes of coordination with Government-designated military intelligence personnel on any issues related to contract linguist duties that may require discussions at the TS/SCI level. Appropriate screening sessions for prospective U.S. citizen contract linguist candidates at either the SECRET or TOP SECRET level shall be coordinated by the Contractor with the Government in order to keep an adequate list of cleared candidates to meet operational requirements on a timely basis.

C.1.6.1.2 Investigations. CAT II and CAT III linguists selected for deployment will be subject to appropriate investigations for their security clearance levels. As part of the investigation, the linguists may be required to pass a polygraph examination. Linguists may be disqualified to work under this contract on the basis of findings derived from the investigation or the polygraph examination. Since the Department of the Army security policy governing this contract is an exception to the standard security procedures of the US Government, DSS or US Army Central Personnel Security Clearance Facility (CCF) may suspend its award of interim access at anytime. The decision of DSS/CCF adjudicators in this matter is final, and there is no recourse to appeal this decision. In the event a decision was made based upon erroneous information, the Contractor may submit corrected information to DSS/CCF via the Contractor's Security Officer. Linguists denied access to classified information shall not be allowed to perform duties as CAT II or III linguists.

C.1.6.1.3 Agency Check. INSCOM staff or other designated U.S. Government authority shall conduct the appropriate name checks for U.S. citizen linguists and Contractor personnel in accordance with Army policy governing Counterintelligence and Security Support to Contract Linguist Acquisition dated April 1998, as established by the Director of Counterintelligence and Human Intelligence, Office of the Deputy Chief of Staff, Intelligence, HQDA, and any additions or addendums to this policy.

C.1.6.1.4 Security Clearance Policy and Procedures. The Contractor and Government shall be responsible for actions as outlined below under this contract in order to ensure the timely screening and deployment of CAT II and CAT III linguists.

- (a) INSCOM staff, in coordination with DSS, CCF, the Contractor, and the PM, shall schedule security screening sessions as necessary. The dates will be provided by the COR. These sessions shall be referred to as routine screening sessions. The PM may request the INSCOM staff to schedule additional sessions in order to meet new or urgent requirements. These sessions shall be referred to

as special screening sessions. Requests for special screening sessions will be made at least fifteen days in advance.

(b) The Contractor shall provide a list of names, social security numbers and language proficiency for each candidate to be screened. The list will be provided at least fourteen calendar days in advance of a routine screening session and seven calendar days in advance of a special screening session. No candidate will be screened that does not appear on this list, and no names shall be added to the list once the deadline has passed without an exception from INSCOM staff. Names of candidates who have previously held a security clearance with the US Government may be submitted through the COR to DSS/CCF for immediate adjudication, however Contractor security staff shall still be required to comply with "normal" Industrial Security policies and procedures.

(c) All candidates will be pre-screened by the Contractor for the items listed in C-1.6.1(a)-(h) prior to submitting their names to INSCOM. Contractor will make a written record of the pre-screening interview and have the candidate verify the record, sign and date it. Two copies of the interview record will be supplied to INSCOM on the day of the screening.

(d) Each CAT II/III candidate will complete a Standard Form (SF) 86, Questionnaire for National Security Positions. The Contractor will ensure that the SF 86/85P is correctly filled out, complete and accurate. The Contractor will supply the original SF 86/85P and one legible copy to INSCOM personnel on the day of the screening.

(e) INSCOM personnel will conduct a Counterintelligence/Force Protection interview with each candidate. INSCOM will base the interview on information gleaned from the name check, Contractor pre-screening interview record, SF 86/85P, and security-screening questionnaire.

(f) All information to include name check results, Contractor pre-screening interview record, SF-86/85P, and counterintelligence agent notes and screening questionnaire will be provided to DSS for adjudication of eligibility for interim security clearance. DSS will initiate the appropriate investigation of the applicant. DSS Operations Center, Columbus, Ohio will make determinations for final Secret/Top Secret clearances as well. CCF will make adjudicative decisions for final SCI access eligibility.

(g) Individuals identified by the Contractor as CAT III candidates will be scheduled for a counterintelligence polygraph (CIPG) to be conducted by INSCOM Polygraph Program or other government designated personnel. Results of the polygraph will be submitted to CCF for adjudication of eligibility for interim access to SCI material. In some cases, it may be necessary for CAT II candidates to submit to a CIPG to perform on a specific task order or mission.

(h) The Director of Counterintelligence and Human Intelligence, Office of the Deputy Chief of Staff, Intelligence, will monitor this program and make changes as necessary. Changes will be published and all involved parties shall be notified.

C.1.6.1.5 CAT III linguists who are granted interim and/or final clearances under this contract shall be subject to periodic, random, follow-up polygraph examinations. Routine random polygraph testing is a standard method of operational security utilized throughout the Department of Defense. It is not meant to accuse or infer any guilt upon the test subject. Linguists who are randomly selected for a follow-up polygraph, and refuse to participate or fail to successfully complete the examination may have their access to classified information suspended or be removed from performance under this vehicle.

C.1.6.2 Facility Clearances. The Contractor shall maintain an accredited secure facility that will allow for any necessary discussions to take place at the TS/SCI level with Department of the Army military intelligence and security personnel. The secure facility must be equipped with a STU III secure telephone with updated, valid cipher key. This area will also provide an appropriate location for special TS/SCI security screening sessions and pre-deployment briefings of TS/SCI contract personnel. The Contractor will also provide a preparation and processing site in the Greater Baltimore-Washington-Northern Virginia area for the purpose of hosting candidate employee security screening sessions with Department of the Army security personnel if the government does not otherwise provide a facility.

#### C.1.7 MEDICAL REQUIREMENTS.

##### C.1.7.1 Pre-deployment and Post-deployment Medical Evaluation

All personnel deploying to an AOR through a CRC shall be medically and psychologically fit for deployment and for performance of their contracted duties. (See DOD Instruction 3020.41, Contractor Personnel Authorized to Accompany the U.S. Army Forces, E3.1). The Contractor shall ensure the completion of all medical and dental requirements prior to arrival at the deployment CRC. Minimum medical and dental standards are identified at DoDI 3020.41, 4.8.1 and include dental records, DNA analysis and immunizations. Individuals who are deemed not medically qualified at the CRC or during the deployment process or require extensive preventative dental care will not be authorized to deploy. Conditions that usually preclude granting of medical clearances are identified at DoDI 3020.41, E3.10. Upon return from deployment, Contractor Personnel may be required to obtain Post-deployment medical screening or evaluation consistent with the established procedures of the CRC pursuant to the terms of an individual Task Order; or in lieu thereof, may be provided with other post-deployment medical evaluation direction, in writing by the Contracting Officer.

##### C.1.7.2 Medications and Eyewear

The Contractor shall ensure that Contractor Personnel deployed to an AOR through a CRC who are taking medications for chronic medical conditions, have sufficient quantities of their medication to last for the duration of their assignment in the AOR. The Contractor shall also ensure that Contract Personnel deployed to an AOR through a CRC who wear eye glasses, deploy with not less than two pairs of replacement eye glasses.

#### C.1.7.3 Medical Screening and Evaluation of Other Contract Personnel

The Contractor shall ensure that medical screening and evaluation is performed for all Contractor Personnel that are hired in the AOR, or that are not deployed to the AOR through a CONUS CRC, in order to preclude the assignment of personnel who are unable to perform their assigned responsibilities, or who could potentially cause infection of US military forces or other Contractor Personnel. The medical screening and evaluation shall be performed, at a minimum, for the following:

- (a) testing and detection of communicable diseases and other diseases known to be prevalent in the local region where recruited and where assigned;
- (b) current, up-to-date record of vaccinations and immunizations, as appropriate for the areas where assigned;
- (c) active tuberculosis;
- (d) hepatitis;
- (e) Human Immunodeficiency Virus (HIV), subject to applicable law and host nation requirements;
- (f) tests, as appropriate, for current usage of narcotics and illegal drugs, consistent with applicable law and host nation requirements.

The Contractor shall maintain a record of individual Contractor Personnel medical screening and evaluations, which shall be provided to the COR, upon request. NOTE: that local physicians in some AORs, where contingency operations are being performed, may not be reliable sources for screening, evaluation and medical records due to locally rampant corruption. In the event that any medical record is determined to be false or fraudulent, the Contracting Officer may direct that the Contractor Personnel be removed pursuant to DFARS 252.225-7040(g) without prejudice to other Government rights, including the Termination for Default clause.

#### **C.1.8 SUCCESSFUL REVIEW PROCESS**

Contractor shall only be reimbursed for those candidates that successfully complete the screening process or for failed candidates where the contractor has properly completed and documented the required contractor pre-screening of candidates. If the contractor cannot demonstrate for failed applicants that they have properly completed and documented the required contractor pre-screening, then the cost for candidates who do not successfully complete the entire screening process will not be allowable or allocable under this contract.

#### **C.1.9 UNIFORMS/WORKING ATTIRE.**

C.1.9.1 The Contractor shall ensure that uniforms worn by contractor personnel has the following identification tags: a cloth tape with the person's last name in block letters sewn over the right breast pocket of the uniform and a cloth tape with "U.S. CONTRACTOR" in block letters, sewn over the left breast pocket of the uniform. All cloth identification tags shall be of the same color and size. Contractor personnel shall not wear any identification badge or tags that identifies them as an employee of the United States Government.



C.1.9.2 The COR may, based on authorization by combatant commanders, prescribe that contractor personnel at designated work locations wear military uniforms instead of the civilian clothing.

C.1.10 **PERSONNEL APPEARANCE.** Contractor personnel working under this contract shall present a professional appearance commensurate with standards delineated for Government civilian/military employees acting in similar capacities. Clothing or uniforms shall be kept as clean and neat (i.e. no debris, dirt, mud, stains, rips, tears, or holes) as practicable considering work conditions.

C.1.11 **TRANSPORTATION.**

C.1.11.1 The Contractor shall be responsible to ensure that the linguists are at their work sites when required.

C.1.11.2 The Government shall provide the following transportation requirements under this contract. For all air travel, first priority shall be given to military airlifts. In cases that the Government is unable to provide the required transportation, the Contractor shall obtain the transportation. The costs incurred by the Contractor for these transportation requirements will be reimbursed by the Government.

- CAT II and III linguists/contractor managers/site supervisors initial travel from Point of Embarkation (normally Ft. Benning, GA) in the U.S. to deployed area, and return at expiration or termination of the contract, or termination of the individual's service with the Contractor.
- Travel for the purpose of reassignment to provide translator services in another region, area or country, to include board and lodging, as necessary.
- CAT II and III linguists/contractor managers/site supervisors travel from the AO to a point where commercial air travel is available for the purposes of leave.
- Contractor manager/site supervisor transportation in the AO.
- Supported units will provide mission-required transportation for linguists.

C.1.11.3 Reserved.

C.1.11.4 The Contractor shall be responsible for all other transportation requirements under this contract. Contractor shall only be reimbursed, including transportation costs, for those candidates that successfully complete the screening process or for failed candidates where the contractor has properly completed and documented the required contractor prescreening of candidates. If the contractor cannot demonstrate for failed applicants that they have properly completed and documented the required contractor prescreening, then the cost for candidates who do not successfully complete the entire screening process will not be allowable or allocable under this contract.

C.1.12 **QUALITY CONTROL.**

C.1.12.1 The Contractor shall implement a complete quality control program that identifies potential and actual problem areas in providing requirements of the contract as specified, and the results of corrective actions taken throughout the life of the contract. The Contractor shall provide a Quality Control Plan (QCP) that contains, as a minimum, the items listed in C-1.12.2. The basic tenet of the plan is that the Contractor is responsible for quality. All methods, policies, procedures, and forms shall support this concept.

C.1.12.2 The QCP shall include:

C.1.12.2.1 A description of the inspection system to cover all services in Section C-5 hereof. Description shall specify areas to be inspected on both a scheduled or unscheduled basis and the titles/positions of the individuals (based on the proposed contract operational organizational plan) that will be responsible for the inspection.

C.1.12.2.2 A description of the methods to be used for identifying deficiencies in the quality of services performed under this contract and methods to be used to implement corrective actions.

C.1.12.2.3 A description of the records to be kept to document inspections and corrective or preventive actions taken. The records of inspections shall be made available to the Contracting Officer or designated representative.

C.1.12.2.4 A description of methods of direct and indirect communications with the Government or "feedback" regarding contract performance and actions taken to any deficiencies discovered. The communications shall include regular and formal meetings with the Government as well as informal communications.

C.1.12.3 The finalized QCP shall be submitted to the Contracting Officer for review within fifteen (15) days of issuance of this Statement of Work. The Contracting Officer will notify the Contractor of acceptance or required modifications to the plan. The Contractor shall coordinate suggested modifications and obtain acceptance of the plan by the Contracting Officer. Any modifications to the program during the period of the contract shall be provided to the Contracting Officer for review no later than 10 working days prior to effective date of the change. The quality program shall be subject to Government review. The Government may find the QCP "unacceptable" whenever the contractor's procedures do not accomplish quality control objective(s). The Contractor shall revise the QCP within 15 days from receipt of notice that QCP is found "unacceptable".

C.1.13 **QUALITY ASSURANCE**.

C.1.13.1 The U.S. Government will evaluate the contractor's performance under this contract based on reports provided by its field inspectors or quality assurance personnel assigned to this contract. All surveillance observations will be kept by the COR and reported to the Contract Administrator. The Government will inform the Contractor of its findings, especially negative ones, for the Contractor to respond or to take necessary corrective actions.

C.1.13.2 Program Review. Meetings shall be whenever deemed necessary by the Contracting Officer to review contractor performance or resolve reported deficiencies in performance, to be attended by the COR, quality assurance people or other Government personnel. The contract manager shall attend these meetings as required by the Contracting Officer. The Contractor may also request the Contracting Officer for a meeting when it is believed that such a meeting is necessary in resolving contract problems or issues occurring during the course of the contract. The Contractor shall prepare the written minutes of the meetings, signed by those in attendance. Non-concurrence to any portion of the minutes by any attendee shall be provided in writing to the Contracting Officer within 10 calendar days from date the minutes are signed.

## **SECTION C.2 STANDARD DEFINITIONS**

### **C.2 STANDARD DEFINITIONS.**

C.2.1 Administrative Contracting Officer (ACO) - The official Government representative delegated authority by the Contracting Officer to administer a contract after its award.

C.2.2 Procuring Contracting Officer (PCO) - The person duly appointed with the authority to enter into and administer contracts on behalf of the Government.

C.2.3 Contracting Officer's Representative - An individual designated in writing by the Contracting Officer to act as an authorized representative of the Contracting Officer to perform specific contract administrative functions within the scope and limitations as defined by the Contracting Officer. COR is attached to, and directly supervised by the Requiring Activity.

C.2.4 Government Furnished Property/Equipment - property in the possession of or directly acquired by the government and subsequently made available to the contractor shall be managed in accordance with FAR Part 45.

C.2.5 Quality Assurance - Those actions taken by the Government to assure that the quality of purchased goods and services received are acceptable in accordance with established standards and requirements of the contract.

C.2.6 Quality Control - Actions taken by the Contractor to control the production of goods or services to meet the requirements of the contract.

C.2.7 Requiring Activity - For this contract the Requiring Activity is the Commander, U.S. Army Intelligence and Security Command, ATTN: IACS-CL, 8825 Beulah Street, Fort Belvoir, VA 22060-5246.

C.2.8 User – The U.S. Force, unit or organizations that receive the benefits of the services provided by this contract.

**SECTION C.3 GOVERNMENT FURNISHED PROPERTY AND SERVICES**

C.3.1 **GENERAL.** The Government will provide all the necessary facilities, equipment, materials, and logistics required in the performance of services under this contract in the AOR or work sites. Government Furnished Property, pursuant to FAR 52.245-5, will be as set forth in ATTACHMENT 4.

C.3.2 **CONTRACTOR ACQUISITION OF GOVERNMENT-PROVIDED ARTICLES.** In cases where the Government cannot provide government-furnished articles as specified in Section C.3 and failure to provide such articles will jeopardize the delivery of the required services at the time required, the Contractor shall acquire and furnish these articles, provided the cost does not exceed \$2500 per incident. Purchases in excess of \$2,500 shall be approved by the ACO.

**C.3.3 GOVERNMENT FURNISHED SERVICES.**

C.3.3.1 **POSTAL PRIVILEGES.** Authorized contractor personnel may utilize military postal service privileges in accordance with DOD 4525.6-M, Department of Defense Postal Manual (AUG 2002).

C.3.3.2 **IDENTIFICATION CARDS.** Contractor personnel who are issued Uniformed Services Identification and Privilege Card or Common Access Cards are authorized commissary morale welfare and recreation, and exchange services in accordance with DOD 1000.13, Identification (ID) Cards for Members of the Uniformed Services, Their Dependents, and Other Eligible Individuals, (DEC 1997) subject to approval of the Combatant Commander.

C.3.3.3 **ORGANIZATIONAL CLOTHING AND INDIVIDUAL EQUIPMENT (OCIE).** In the event that OCIE is issued to contractor personnel at CRC or in theater, the contractor shall ensure that the OCIE is returned to the point of issue, unless otherwise directed by the PCO.

C.3.3.4 **BILLETING AND MEALS.** Billeting and Meals will be provided by the Government for contractor personnel in the AOR.

**SECTION C.4 SPECIFIC TASKS**

C.4.1 **GENERAL.** The Contractor shall provide management and support of interpretation and translation services, in designated target languages in support of U.S. Forces and Agencies as designated by the Task Order. The actual number of linguistic services and types of linguists

necessary to meet operational requirements will fluctuate on a continuing basis to meet the needs of dynamic mission changes. Numbers of linguist assignments provided in the Technical Exhibit for this order reflects the maximum number of assignments by language authorized on this order, and are subject to change via modification. Actual assignments will be determined by the COR.

#### C.4.2 INTERPETER SERVICES/TARGET LANGUAGES.

C.4.2.1 The linguists' primary function will be to furnish extensive translation and interpretation services as specified via the Technical Exhibit.

C.4.2.2 The Contractor shall provide translation and interpretation services for documents from the SCRL(s) into English or from English into the SCRL(s), as well as produce written documents such as transcripts, reports, posters, and signs.

#### C.4.3 DELIVERABLES.

C.4.3.1 The Contractor shall submit a Monthly Status Report by the 15th of each month. The report shall provide a summary of linguists deployed during the quarter to include number, categories, languages and deployment region; status of security clearance processing; a summary of costs by CLIN under the contract to include an estimated cost-to-complete. The monthly report shall also provide highlights or areas of concerns or problems in the contract, if any. The report shall be submitted to the PCO, ACO, and the COR.

C.4.3.2 Others deliverables.

C.4.3.2.1 Medical Examination Results per C.1.7, which will be made available at the request of the COR or ACO.

C.4.3.2.2 The Contractor shall have available a list of all linguists who are providing services under this contract. The listing shall be updated daily or as changes occur and include at a minimum: name, social security number (if U.S. citizen), employee or passport number (if non-U.S. citizen), start date of service, anticipated end date of service, language(s) of performance, region of assignment, current unit assignment, category, date and status (interim or final) of security clearance (if applicable), and any other information the Contractor deems pertinent and important. This list will be provided when requested by the PCO or COR.

C.4.3.2.3 Government provided property inventory as required by FAR Part 45.508. The records shall be made available whenever requested by the COR or Property Administrator.

#### C.5 MANPOWER ACCOUNTING

"The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including sub-contractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following

web address: <https://contractormanpower.army.pentagon.mil>. The required information includes: (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative; (2) Contract number, including task and delivery order number; (3) Beginning and ending dates covered by reporting period; (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data; (5) Estimated direct labor hours (including sub-contractors); (6) Estimated direct labor dollars paid this reporting period (including sub-contractors); (7) Total payments (including sub-contractors); (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different); (9) Estimated data collection cost; (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information); (11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website); (12) Presence of deployment or contingency contract language; and (13) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country). As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending 30 September of each government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's system to the secure web site without the need for separate data entries for each required data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site."

**TECHNICAL EXHIBIT 1 FOR TASK #1****Linguist Support to Central Command (Persian Gulf Area of Operations)**

LANGUAGE	LOCATION	CATEGORY			TOTAL
		I	II	III	
Arabic-Modern Standard (AD)	Iraq	4753	719	78	5550
	Kuwait	50	11		61
Kurdish (KU)	Iraq	32	46	6	84
Turkish (TU)	Iraq	10	9	1	20
Persian-Farsi (PF)	Iraq		13	2	15
Turkomen (UB)	Iraq		3	2	5
Somali (SM)	HOA			3	3
<b>TOTAL</b>		<b>4845</b>	<b>801</b>	<b>92</b>	<b>5738</b>

**ATTACHMENT 7**  
**PAST PERFORMANCE QUESTIONNAIRE**

**PAST PERFORMANCE QUESTIONNAIRE**

Program Managers, or their Contracting Officer Representatives, are requested to complete the attached past performance questionnaire to be used in evaluating past performance. Upon completion please submit to:

**OUTSIDE ENVELOPE:** Commander, HQ INSCOM  
Attn: DOC Linguist Team  
IAPC- DOC  
6359 Walker Lane  
Alexandria, VA 22310

**INNER ENVELOPE:** Iraq RFP W911W4-05-R-0001 LINGUIST  
PAST PERFORMANCE SOURCE SELECTION  
INFORMATION

**SOURCE SELECTION**  
**PAST PERFORMANCE QUESTIONNAIRE**

**CONTRACTOR/ADDRESS:**

**CONTRACT NUMBER:** \_\_\_\_\_

**TASK ORDER #** \_\_\_\_\_

**CONTRACT TYPE:** \_\_\_\_\_

**ORIGINAL CONTRACT VALUE:** \_\_\_\_\_

**CURRENT CONTRACT VALUE:** \_\_\_\_\_

**NATURE OF EFFORT:** \_\_\_\_\_

**(RFP SOW reference (C.3))**

**PERIOD OF PERFORMANCE:** \_\_\_\_\_

**PLACE OF PERFORMANCE:** \_\_\_\_\_



Please complete the questionnaire as a coordinated effort for the Contracting Officer. Narrative comments supporting the rating are highly desirable to accurately assess the performance of the contractor. Choose the number on the scale of 1 to 5 that most accurately describes the Contractor's performance on the contract listed above. The following definitions apply:

- 1). **Excellent Performance** - Objectives/requirements essentially always achieved or exceeded, with inconsequential exceptions.
- 2). **Good Performance** - Objectives/requirements achieved with only rare exceptions, and the exceptions had minor consequences.
- 3). **Adequate Performance** - Objectives/requirements generally achieved with occasional exceptions and, in almost all cases, exceptions had minor consequences.
- 4). **Marginal Performance** - Objectives/requirements were frequently not fully achieved, often with significant consequences.
- 5). **Poor Performance** - Objectives/requirements were not achieved, with significant consequences.

#### **Management/Quality**

1. How well did the contractor meet the management or mission objectives set out in the contract or task order?    1 2 3 4 5 N/A

COMMENTS:

2. Did the contractor experience quality or performance problems, to what degree and were they solved in a timely manner?

#### **Workforce Qualifications and Stability**

3. Evaluate the Contractor's work force in terms of overall qualifications to perform the work required. 1 2 3 4 5 N/A

COMMENTS:

4. Evaluate the Contractor's performance in terms of the stability of its workforce and continuity of performance of the Contract/Task Order. 1 2 3 4 5 N/A

COMMENTS

#### **Subcontractor Management**

5. For work with substantial subcontractor involvement, evaluate the overall effectiveness of the Contractors subcontractor management. Are you aware of any problems between the prime and subs and were they resolved in a satisfactory way  
1 2 3 4 5 N/A

COMMENTS:

#### **Conformance to Schedule**

6. How well did the contractor meet the schedule and manpower requirements in the contract or task order? 1 2 3 4 5 N/A

COMMENTS:

7. When schedule requirements proved more difficult than originally predicted, how well did the contractor respond to these schedule challenges? 1 2 3 4 5 N/A

COMMENTS:

### **Cost Estimating**

8. How well did the contractor's estimates accurately reflect what the work actually cost?  
1 2 3 4 5 N/A

COMMENTS:

9. If the actual project costs exceeded the contractor's original estimate, evaluate the quality of the contractor's corrective action. 1 2 3 4 5 N/A

COMMENTS:

### **Business Relations/Customer Satisfaction**

10. To what extent was the contractor responsive to customer requests? 1 2 3 4 5

COMMENTS:

11. Evaluate the contractor's commitment to total customer satisfaction.

1 2 3 4 5 N/A

COMMENTS:

12. How responsive and reasonable was the Contractor with regard to negotiating changes and modifications? 1 2 3 4 5 N/A

COMMENTS:

13. Have there been any terminations of tasks due to inability to meet technical requirements, delivery schedules, or cost predictions? If so, how many? Did the contractor experience any other financial hardships during performance?

YES NO

COMMENTS:

14. Have there been any security violations or issues for the prime or subs , how cooperative was the contractor in resolving the matters and were timely corrective measures put into place to mitigate future concerns

YES NO

15. Would you award similar contracts to the Contractor in the future?

YES NO

COMMENTS:

16. What role did you play (e.g., COR, Contract Specialist, ACO)?

How long?

NAME (Printed)/Phone  
Email address  
Additional Comments:

SIGNATURE

DATE